
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: National Atmospheric Deposition Program (NRSP-3) Memorandum of Agreement for Reimbursement of Coordination and Chemical Analysis Costs associated with atmospheric deposition monitoring needed for Florida Department of Environmental Protection's (FDEP) Total Maximum Daily Load (TMDL) development

DEPARTMENT: Public Works

DIVISION: Roads-Stormwater

AUTHORIZED BY: Gary Johnson

CONTACT: Kim Ornberg

EXT: 5738

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the third-year Agreement between the University of Illinois and Seminole County for the costs of coordination and chemical analysis associated with atmospheric deposition monitoring needed for Florida Department of Environmental Protection's (FDEP) Total Maximum Daily Load (TMDL) development.

County-wide

Kim Ornberg

BACKGROUND:

This Agreement is the third year of a multi-jurisdictional cost share project which will provide valuable atmospheric pollutant data. As part of an effort to more accurately identify atmospheric loading of mercury, nitrogen, phosphorus, and other pertinent chemicals, this project will provide the information needed to define specific sources of pollutants associated with TMDL regulations.

Atmospheric deposition of nitrogen has been identified as a major source of pollutant loading in impaired waterbodies, such as Tampa Bay and may also be a significant source for Lake Jesup. Mercury TMDL's will be developed within the next few years for one of our impaired waterbodies (Lake Harney). Orange County, St. Johns River Water Management District (SJRWMD) and FDEP are also participating in the funding of this project. Orange County had purchased the necessary equipment and maintains and collects the data; SJRWMD is funding the mercury collection and analysis; and FDEP is funding the weekly shipping costs for the samples.

The Seminole County agreement will provide funding for the coordination and analyses of sulfate, nitrate, ammonium, chloride, calcium, magnesium and phosphorus conducted on a weekly basis from October 2007 through September 2008. Funding for this agreement (\$5,929.00) is included in the FY07/08 proposed budget to be presented to the BCC at the First Public Hearing, in the Stormwater Fund Account 13000.077430.530310 Professional Services NPDES/TMDL/Water Quality line.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a third-year Agreement between the University of Illinois and Seminole County for the costs of coordination and chemical analysis associated with atmospheric deposition monitoring needed for Florida Department of Environmental Protection's Total Maximum Daily Load development.

ATTACHMENTS:

1. Memorandum of Agreement (NRSP-3)
2. FY05/06 Agreement and BCC Agenda Memorandum

Additionally Reviewed By:

Budget Review (Lin Polk, Lisa Spriggs)

County Attorney Review (Matthew Minter)

**NATIONAL ATMOSPHERIC DEPOSITION PROGRAM (NRSP-3)
MEMORANDUM OF AGREEMENT
FOR
REIMBURSEMENT OF COORDINATION AND CHEMICAL ANALYSIS COSTS**

THIS AGREEMENT is made and entered into this 1st day of October 2007, between **Seminole County**, for the monitoring site known as **FL32 (Orlando)**, hereinafter referred to as Party of the First Part, and The Board of Trustees of the University of Illinois, Urbana-Champaign, IL for and on behalf of the National Atmospheric Deposition Program (NRSP-3), through the Illinois State Water Survey, hereinafter referred to as Party of the Second Part, as follows:

PURPOSE: To enable the Party of the Second Part to act as collection agent for payment of costs of the chemical analysis of atmospheric deposition samples to be transmitted to the Illinois State Water Survey, 2204 Griffith Drive, Champaign, IL 61820, hereinafter referred to as the Central Analytical Laboratory (CAL), at intervals defined as follows: One wet-side bucket to be collected weekly (on Tuesday).

STATEMENT OF COSTS: It is understood that coordination costs will be paid at a fixed amount for the time period of this Agreement. It is further understood that the number of samples agreed upon must be sent by the Party of the First Part to the CAL and that failure to do so will not reduce the cost agreed upon under the terms of this Agreement. The number of samples the Party of the First Part must collect is established by the time period of this Agreement.

AGREEMENT PERIOD: Coordination and weekly wet deposition samples beginning **1 October 2007**, and ending **30 September 2008**, for a total of **53** weekly samples.

THE COST for coordination for this Agreement period is **\$1,000** (includes network administration, data processing and publication, network quality assurance, and network equipment depot services), and the cost for chemical analysis of each weekly sample is **\$93.00** (includes analysis, supplies, cost of shipping sample supplies from the CAL to the site, replacement parts, and accounting costs), making the total costs accruable under this Agreement **\$5,929**.

BILLING INFORMATION: Billing for cost obligations incurred under this Agreement shall be on a quarterly basis unless other mutually satisfactory arrangements are made between parties at the time of execution of this Agreement. Party of the First Part shall

furnish with said signed Memorandum of Agreement, an official authorization for payment as required by their administrative institution or agency. Said billing

MOA NO. 2007-NTN1-67

authorization document (purchase order, etc.) number is _____. The Party of the Second Part will accept such billing authorization documents for payment purposes only. All terms and conditions of any documents, purchase orders, etc. issued by Party of the First Part to facilitate payment hereunder are null and void.

PENALTY CLAUSE: If, for some reason, the CAL fails to carry out the analysis of samples received, payment for such samples would be returned to Party of the First Part by the Party of the Second Part. This penalty does not apply to grossly contaminated samples received by the CAL, which will be logged in but not chemically analyzed.

FUNDING INFORMATION:

A. Non-federal: If only non-federal funds are utilized by the Party of the First Part to procure these services, check here X and skip part B.

B. Federal, if applicable: If the source of any or all of the funds utilized by the Party of the First Part to procure these services is the United States government, the Party of the First Part agrees to provide the information below. This information is needed to satisfy financial and auditing requirements applicable to the Party of the Second Part:

Percent Federal Funds: _____ % Name of Agency: _____
(NSF, EPA, etc.)

CFDA No. _____ (If applicable)

Are these funds subject to audit? _____ Yes _____ No

_____ A-133 _____ Other (Please attach pertinent information)

FOR PARTY OF THE FIRST PART

FOR PARTY OF THE SECOND PART

Board of County Commissioners
Seminole County, Florida

The Board of Trustees of the
University of Illinois

By: _____
Carlton Henley, Chairman
Board of County Commissioners

By: _____
Walter K. Knorr, Comptroller

Date: _____

As authorized for execution by the
Board of County Commissioners at their
_____, 2007 regular meeting

Illinois State Water Survey

Accepted By:
ATTEST:

By: _____
Van C. Bowersox, Program Coordinator
National Atmospheric Deposition Program

Maryanne Morse
Clerk of the Board of County Commissioners
of Seminole County, Florida.

By: _____

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Derek Winstanley, Chief
Illinois State Water Survey

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AGENDA MEMORANDUM**

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DEPARTMENT: Public Works **DIVISION:** Roads-Stormwater

AUTHORIZED BY:  **CONTACT:**  **EXT.** 5738
W. Gary Johnson, P.E., Director Michael K. Arnold, Manager

Agenda Date 10/25/05 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Authorize Chairman to execute Agreement between the University of Illinois and Seminole County for the costs of coordination and chemical analysis associated with atmospheric deposition monitoring needed for Florida Department of Environmental Protection's Total Maximum Daily Load development.

Countywide (Michael K. Arnold, Manager)

BACKGROUND:

This Agreement is part of a multi-jurisdictional cost share project which will provide valuable atmospheric pollutant data. As part of an effort to more accurately identify atmospheric loading of mercury, nitrogen, phosphorus, and other pertinent chemicals, this project will provide the information needed to define specific sources of pollutants associated with TMDL regulations. Atmospheric deposition of nitrogen has been identified as a major source of pollutant loading in impaired waterbodies, such as Tampa Bay and may also be a significant source for Lake Jesup. Mercury TMDL's will be developed within the next few years for one of our impaired waterbodies (Lake Harney). Orange County, St. Johns River Water Management District and FDEP are also participating in the funding of this project. Orange County is purchasing the necessary equipment; SJRWMD is funding the mercury collection and analysis; and FDEP is funding the weekly shipping costs for the samples. The Seminole County Agreement will provide funding for the coordination and analyses of sulfate, nitrate, ammonium, chloride, calcium, magnesium and phosphorus conducted on a weekly basis from October 2005 through September 2006. The funding for this project (\$5,836.00) will come from the 077600 Stormwater - 13000 530310 Professional Services NPDES/TMDL/Water Quality line. Separate partnership agreements regarding cost shares in future years will be presented for the Board's approval in 2006.

Reviewed by: _____
Co Atty: 
DFS: _____
Other: _____
DCM: 
CM: 
File No. CPWS01

Attachments: Initial Budget Agreement

Estimated Budget for Start-Up and Recurring Costs for a National Atmospheric Deposition Program National Trends Network (NTN) Site

The following list includes estimated costs for purchasing equipment for an NTN site and the current annual cost for analytical laboratory and coordination services. An estimate of the cost to send the samples from the field site to the Central Analytical Laboratory via first class mail is also listed. Exact costs for installing and operating a site depend on the site location, the cost of personnel to visit the site weekly and collect a sample, and the availability of required equipment. Extraordinary costs may result for installation of 110 VAC power and other unusual construction or installation needs (e.g., access road, land lease arrangements).

Equipment Costs

Field Site Requirements

(1) NADP Wet Deposition Collector ¹	
with trickle charger (contact vendor for shipping costs)	\$2500
(2) 12-volt automotive battery, 300-500 CCA	\$70
(3) Belfort Universal Recording Rain Gauge #B-5-780 ²	
with 12" chart, NADP event marker ² & 192-hour gear cluster	\$4100

Field Laboratory Requirements³

analytical balance	\$1000
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Miscellaneous

\$200

Total Equipment Costs **\$7,870**

Recurring Costs

Analytical Laboratory Services (effective 1 Oct 04; based on \$93/sample) ⁴	\$4,836
First Class Shipment Costs (estimated for site to laboratory)	\$525
Program Coordination	\$1,000

Annual Recurring Costs **\$6,361**

First-Year Costs (equipment, services, shipments) **\$14,231**

¹ Required manufacturers and models: Aerochem Metrics, Inc., 4473 W. Hwy. 476, Bushnell, FL 33513.

Phone: 352/793-8000. Fax: 352/793-3954.

LODA Electronics Co., 307 South Elm, PO Box 207, Loda, IL 60948.

Phone: 217/386-2554. Fax: 217/386-2439. Email: loelco@net66.com. Web: www.lodaelectronics.com.

² Required manufacturer and model: Option (1) Belfort Instrument Co., 727 S. Wolfe St., Baltimore, MD 21231.

Phone: 410/342-2626. A separate event marker can be purchased from Aerochem Metrics, Inc. (\$250) for customer installation on the Belfort rain gauge. Option (2) Aerochem Metrics, Inc. offers the required gauge complete with an event recorder (see footnote 1 for address).

³ Equipment specifications and suggested models are listed in the *Instruction Manual NADP/NTN Site Operation*

⁴ The costs of these agreements are reviewed by the NADP Budget Advisory Committee on an annual basis.

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(NSF, EPA,, etc.)

CFDA No. _____ (If applicable)

Are these funds subject to audit? _____ Yes _____ No

_____ A-133 _____ Other (Please attach pertinent information)

FOR PARTY OF THE FIRST PART

Board of County Commissioners
Seminole County, Florida

By: _____
Carlton Henley, Chairman
Board of County Commissioners

Date: _____

As authorized for execution by the
Board of County Commissioners at their
_____, 2005 regular meeting

Accepted By:

ATTEST:

MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole County, Florida

FOR PARTY OF THE SECOND PART

The Board of Trustees of the
University of Illinois

By: _____
Stephen K. Rugg, Comptroller

Illinois State Water Survey

By: _____
Van C. Bowersox, Program Coordinator
National Atmospheric Deposition Program

By: _____
Derek Winstanley, Chief
Illinois State Water Survey