



**Interoffice Memorandum**


**APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS**

JUL 15 2014 KH/BS

**AGENDA ITEM**

June 24, 2014

**TO:** Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

**FROM:** Jon V. Weiss, P.E., Director   
Community, Environmental and Development  
Services Department

**CONTACT PERSON:** **Lori Cunniff, CEP, CHMM, Deputy Director  
Community, Environmental and Development  
Services Department  
407-836-1405**

**SUBJECT:** July 15, 2014 – Consent Item  
Petroleum Restoration Program Delegation from the Florida  
Department of Environmental Protection

The Florida Department of Environmental Protection (FDEP) has requested that Orange County expand its oversight of the Petroleum Restoration Program (formerly the Petroleum Cleanup Program) to Osceola County. This program currently is administered by the Environmental Protection Division (EPD) in Orange County and Seminole County. It is also delegated to Orange County and fully funded by the State through an annual task assignment to EPD in accordance with a grant agreement.

The main purpose of this program is to prevent petroleum contamination of valuable groundwater resources that supply the vast majority of Florida's drinking water. Relatively small amounts of petroleum can contaminate a large amount of groundwater, which can be very expensive and difficult to cleanup.

The Petroleum Restoration Program in Osceola County is currently overseen by the Florida Department of Health in Polk County. Due to staffing concerns, FDEP has decided that Orange County can more effectively oversee Osceola County petroleum restoration sites.

Orange County effectively and efficiently managed the Petroleum Cleanup Program within Orange County since 1989, and has provided those services for Seminole County

Page Two

July 14, 2014 – Consent Item

Petroleum Restoration Program Delegation from the Florida Department of Environmental Protection

since July 2012. Being selected to provide services in another adjoining county is a strong vote of confidence in Orange County's program.

The FDEP requests expansion of Orange County's area of responsibility to include Osceola County. The existing grant is for five years and expires June 30, 2015. The expansion to an adjacent county will increase EPD's workload and require an increase of up to two additional staff positions that will be fully funded by FDEP.

Currently, the grant modification is being negotiated between FDEP and EPD, along with the County Attorney's Office. EPD is requesting authorization for the Mayor or designee to sign the grant amendment once the negotiations have been completed and approved by the County Attorney's Office (draft amendment attached). The amended grant agreement and associated task assignments will cover the full cost of the program and will not require County general revenue funds.

**ACTION REQUESTED: Authorization for the Mayor or designee to sign Amendment No. 2 to Agreement No. S0484 for the Petroleum Restoration Program between Orange County and the Florida Department of Environmental Protection (FDEP) to expand Orange County's area of responsibility under the program to include Osceola County and to increase the FY 2014-15 authorized position table by up to two Senior Environmental Specialists for the Petroleum Restoration Program under the Environmental Protection Division. Program to be fully funded by FDEP. All Districts**

JVW/LC: mg

Attachments

TASK ASSIGNMENT NOTIFICATION FORM

DEP Agreement Number: S0484 Task Assignment #: 6  
 Grantee Name: Orange County Environmental Protection Division  
 Grant Manager: Lori Cunniff Phone #: 407/836-1406  
 DEP Grant Manager: Susan Fields Phone #: 850/245-8828

Task Description: (use additional pages if necessary)

Perform petroleum contamination site cleanup services on 466 petroleum contaminated sites as described in Attachment A.

Scope of Services of FDEP Grant S0484.

SEE ENCLOSED ATTACHMENT E FOR FEE SCHEDULE CALCULATION AND  
EXHIBIT A FOR PERFORMANCE MEASURES AND FINANCIAL CONSEQUENCES.

Deliverable: Completion of all activities, documents, letters, data entry, etc  
Per Scope of Services listed in attachment A of FDEP Grant S0484

Task Assignment Type: Amount Not To Exceed Task Performance Period July 1, 2014 to June 30, 2015  
 Fee Schedule: \$992,782.85  
 Total Task Assignment Value: \$992,782.85

Organization Code	E.O.	Object Code	Module	Category	Fiscal Year	GAA Line Item #	Budget Representative Approval
37450404000	JN	750010	4713	104138	14/15	<del>1707</del> 1643 DOP	<i>S. Lee</i>

Revised Attachment H, Exhibit-L, attached to this document.

<i>Susan Fields</i>	<u>6/9/14</u>
DEP Grant Manager	Date
<i>Don Tisher</i>	<u>6/9/14</u>
Cost Center Administrator	Date
<i>Wayne S. Heggen</i>	<u>6/9/14</u>
Program Administrator	Date
<i>John L. Campbell</i>	<u>6/9/2014</u>
Division Director	Date
<i>Georgi G. Gierke</i>	<u>6/13/14</u>
Chief of Staff	Date
<i>[Signature]</i>	<u>6/11/14</u>
Deputy Secretary	Date
<i>[Signature]</i>	<u>6/17/14</u>
Secretary	Date
_____ Grantee Representative	Date

cc: Procurement Section (MS 93)  
 Bureau of Petroleum Storage Systems, Accountant  
 Finance and Accounting, Contracts Disbursements Section (MS 78) - 2 copies

## Task Assignment Calculation Spreadsheet

Orange County Task Assignment #: 6 Fiscal Year: 14/15

Number of non LSA Sites: 330 Standard Multiplier: 54.17%  
 Number of LSA Sites: 136  
 TOTAL 466

	ES II	PE/PG	Clerical	Admin	Addl Personnel	Total Bare Labor Cost Per Site	Total Loaded Labor Cost Per Site
Hours/Site	40	7	10	12			
Salary	24.81	\$ 29.74	\$ 12.66	\$ 24.18		\$ 1,617.34	\$ 2,493.45

ES II	PE	Clerical	Adm	O&M	Total FTE's
6.35	1.11	1.59	1.90	1	11.95

Number of Site Managers (# sites\*hours/site)/2080)

**Travel** (one trip/site manager + 1 [min 5 trips])  
 Cost per trip \$ 400.00  
 # of Trips 8.00  
 Travel Total \$ 3,200.00

**Vehicle** (2.5 site managers/vehicle [max 3 vehicles])  
 Monthly Cost per Vehicle \$ 300.00  
 # of Vehicles 3.00  
 Vehicle Total \$ 10,800.00

**O&M inspector** (1inspector /300 sites+ 1 vehicle)  
 Inspector \$ 21.07  
 Hours 2,080  
 Bare Salary \$43,825.60  
 Inspector Salary \$67,565.93  
 Vehicle \$ 3,600.00  
 O&M inspector Total \$71,165.93

<b>Task Assignment Amount</b>		
	Per site	Total
<input checked="" type="checkbox"/> Labor	\$ 2,493.45	\$ 822,839.52
<input checked="" type="checkbox"/> Travel		\$ 3,200.00
<input checked="" type="checkbox"/> Vehicle		\$ 10,800.00
<input checked="" type="checkbox"/> O&M	\$ 215.65	\$ 71,165.93
	\$ 2,709.11	\$ 908,005.44
<b>Total amount:</b>		<b>\$ 908,005.44</b>

0.5

Non Program sites (NPG) 136  
 Cost per site \$ 2,493.45  
 1/4cost per site reduction \$ 623.36  
**Reduction NPG \$ 84,777.40**

\$ 908,005.44  
**LSA Addition \$ 169,554.81**  
**NPG reduction \$ (84,777.40)**

LSA site 136  
 Cost per site \$ 2,493.45  
 1/2 cost \$ 1,246.73  
**LSA Addition \$ 169,554.81**

**TA TOTAL \$ 992,782.85**

Any equipment or vehicle purchase must be shown on this form and comply with paragraph 27 of this Agreement.  
 \*All travel expenses shall be in accordance with the travel requirements established in Section 112.061, Florida Statutes.  
 \*\*Allowable costs are fuel, maintance and vehicle repairs related to travel to meetings and training but not routine travel or maintenance.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>						
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category	
<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>						
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category	
<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Inland Protection Trust Fund, Line Item No. 1795	2009-2010	37.024	Petroleum Site Contamination	\$0.00	
Task Assignment No. 1	Inland Protection Trust Fund, Line Item No.1795	2009-2010	37.024	Petroleum Site Contamination	\$284,823.39	104138
Task Assignment No. 2	Inland Protection Trust Fund, Line Item No.1795	2010-2011	37.024	Petroleum Site Contamination	\$560,826.23	104138
Task Assignment No. 3	Inland Protection Trust Fund, Line Item No.1795	2011-2012	37.024	Petroleum Site Contamination	\$529,686.10	104138
Task Assignment No. 4	Inland Protection Trust Fund, Line Item No.1795	2012-2013	37.024	Petroleum Site Contamination	\$642,000.37	104138
Task Assignment No. 5	Inland Protection Trust Fund, Line Item No.1795	2013-2014	37.024	Petroleum Site Contamination	\$597,599.05	104138
Task Assignment No. 6	Inland Protection Trust Fund, Line Item No.1795	2014-2015	37.024	Petroleum Site Contamination	\$992,782.85	104138
Total Award					\$3,607,717.99	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

## EXHIBIT A

### **Performance Measure**

Work on the sites listed on the monthly Site Report Spreadsheet Form will be verified by receipt of required SARs, RAPs, SRCRs, and other technical reports and related document(s) reviews and approval in STCM and OCULUS.

The Department will track the Local Program Contracted Counties (Counties) performance on mission critical topics, both quarterly and annually. This information will be used to assess the effectiveness of the Counties work processes, such as review times for technical reports, work order generation and processing of invoices. This will assist the Department in gauging progress towards closing petroleum contaminated sites through the issuance of Site Rehabilitation Completion Orders or some other site closure end point. This Performance Criteria may be modified by the agreed upon parties, as required.

- **Technical reports** – The Department’s Contract Manager will run a report on a quarterly/annual basis to verify that the Counties are meeting the established review time frames for the active sites the Counties are managing. Please see attached the established time frames for technical documents. Additionally, the Counties are responsible for the data entry into the STCM database and uploading all documents for OCULUS for all sites currently managed by the Counties. The Department’s Contract Manager will review the STCM data entry and OCULUS during the quarterly and annual evaluation periods.
- **Invoice Processing** – For MyFloridaMarketPlace (MFMP) Purchase Order invoices, the Site Manager will have 2 working days to review & process the invoice reconciliation. The review time will not start until the email notification is received by the Department/Counties. For work order invoices, the Site Manager will have 5 working days to review & process the complete invoice package. The review time will not start until the complete invoice package is received by the Department/Counties. A quarterly/annual report will be sent to the Department’s Contract Manager that details the Invoice Processing turnaround times for the active Program sites that they are managing.
- **Site Inspections** – The Counties will inspect 100 percent of the active sites managed within their areas as specified within their agreement with the Department. A completed site inspection form will be uploaded for Oculus within 10 days of each site visit.

A quarterly/annual report will be sent to the County Contract Manager for review and comment. The County will have 15 calendar days to respond to the findings of the report. After receiving the response to comments back from the County, the Department Contract Manager will send out a review letter. The County will have to provide the Contract Manager with an improvement plan for any deficiencies found in the report within 30 calendar days.

### **Financial Consequences**

Per paragraph 11.B., Grantee invoices shall not be approved for payment unless the provisions of paragraph 12 have been satisfactorily completed.

## \*TURNAROUND TIME FOR PRP DOCUMENTS

Turnaround Time (Days)	Report/Event
45	Forensic Investigation Report
	Limited Scope RAP
	Remedial Action Plan
	Risk Assessment Justification or Report
30	As-Built Drawings
	Bid Package
	Closure Report
	Construction Drawings
	Fate & Transport Model Approval Request
	Free Product Removal Report
	General Remedial Action Report
	Letter Report
	Limited Contamination Assessment Report
	Natural Attenuation Monitoring Plan
	No Further Action Proposal
	NPDES Discharge Monitoring Report
	O & M Report
	Pilot Test Plan or Report
	Post Active Remediation Monitoring Plan
	Remedial Action Plan Addendum/Response
	Remedial Action Plan Modification
	Remedial Action Start Up or Status Report
	Risk Assessment Report Addendum/Response
	Source Removal Report
Site Assessment Report	
Site Characterization Screening Report	
Site Rehabilitation Completion Report	
Templated Site Assessment Report	
15	Limited Contamination Assessment Report Addendum
	Natural Attenuation Monitoring Plan Addendum/ Response
	Natural Attenuation Monitoring Report
	No Further Action Proposal Addendum/ Response
	PBC Maintain Target Levels Report
	PBC Milestone Report
	PBC System Startup Report
	PBC SRC Order (15 Days of receipt of verification sampling results)
	PBC Target Levels, All Contaminants, All Media
	PBC Verification Sampling Report
	Post Active Remediation Monitoring Report
	Remedial Action Letter Report
	Request for Modification of Time Frame
	SR Report Addendum/ Response to Comments
	Site Rehabilitation Completion Report Addendum/ Response
Supplemental Site Assessment Report	
Well Abandonment Report	
5	Interim Deliverable for Invoicing

\*Only 5% of the sites managed by the Tallahassee Teams or Local Program Contracted Counties may exceed these established turnaround times due to complicated lithology or other documented site specific issues.

DEP AGREEMENT NO. S0484  
AMENDMENT NO. 2

THE AGREEMENT as entered into on the \_\_\_\_ day of \_\_\_\_\_, 2014, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and ORANGE COUNTY FLORIDA, a charter county and political subdivision of the State of Florida (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, the Department is in need of petroleum contamination site cleanup related services in Osceola County; and,

WHEREAS, the Grantee has agreed to provide petroleum contamination site cleanup related services in Osceola County; and

WHEREAS, the inclusion of petroleum contamination site cleanup related services in Osceola County under the terms of DEP Agreement No. S0484 shall become effective on the date of execution of Amendment No. 2 or \_\_\_\_\_, 2014, whichever date is later.

NOW, THEREFORE, the parties hereto agree as follows:

Effective \_\_\_\_\_, 2014, the Grantee shall perform petroleum contamination site cleanup related services in Orange, Seminole, and Osceola Counties

The first sentence of Paragraph I.1. is hereby deleted and replaced with the following:

The Department does hereby retain the Grantee to perform local government petroleum contamination site cleanup program services in Orange, Seminole, and Osceola counties as described in Attachment A, Scope of Services, attached hereto and made a part hereof.

Paragraph I.5. is hereby deleted and replaced with the following:

The Grantee and its subcontractors are responsible for ensuring that all petroleum contamination site cleanup work conducted within Orange, Seminole, and Osceola counties follows all rules and procedures established by the Department's Environmental Assessment Section, except as modified or directed by the Bureau of Petroleum Storage Systems for the Petroleum Restoration Program.

Subparagraph II.11.D. is hereby deleted and replaced with the following:

Each monthly invoice, including detailed supporting documentation of all costs, as identified in paragraph 13 shall be submitted electronically by email, as identified in paragraph 17.

The first sentence of paragraph IV.15. is hereby deleted and replaced with the following:

To the extent permitted by law, each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents acting within the scope of his or her employment.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.



IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

ORANGE COUNTY, FLORIDA

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Board of County Commissioners

By: \_\_\_\_\_  
Teresa Jacobs  
County Mayor

\_\_\_\_\_  
Secretary or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

ATTEST: Martha O. Haynie, County Comptroller  
as Clerk of the Board of County Commissioners

\_\_\_\_\_  
Susan Fields, DEP Grant Manager\_

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
DEP Contracts Administrator

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
DEP Attorney

--

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK