

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD
(June 21-July 29, 2013) UNDER THE AUTHORITY OF RESOLUTION R-09-161

2013 Recess Agenda
Agenda Item #4

Subject

Pollutant Storage Tank Agreement with Hillsborough County EPC

Briefings

None

Contact and/or Presenter Information

Robert Brown, extension 1870

ACCEPTED in Open Session
July 30, 2013
Manatee County Board of County
Commissioners

Action Requested

Authorize Chairman to Execute First Amendment to the Interlocal Agreement between Manatee County and Environmental Protection Commission of Hillsborough County for Storage Tank System Compliance Verification Program

Enabling/Regulating Authority

Chapter 120.01, F.S. - Powers and Duties of County Commissions Chapter 376, F.S. - Pollutant Discharge Prevention and Removal Chapter 62-761 and 62-762, F.A.C. - Underground/Aboveground Storage Tank Systems

Background Discussion

Since 1989, Manatee County has contracted with the State Department of Environmental Protection (FDEP) to perform pollutant storage tank compliance verification activities. Funds for the program come from the Inland Protection Trust Fund and pay local programs to conduct inspections on all regulated storage tanks pursuant to Chapters 62-761 and 62-762, FAC. Recently, FDEP developed a regional approach to fund allocations which resulted in termination of our local contract in favor of the regional contract to Environmental Protection Commission (EPC) of Hillsborough County. EPC has agreed to subcontract with Manatee County through this agreement for us to continue to perform local inspections. EPC's 2007 master contract is substantially the same as our former contract with a ten-year term and annual task assignments.

The original interlocal agreement with EPC was executed by the Board on September 11, 2012 and this first amendment outlines the work assignment for FY 2014 (July 1, 2013 - June 30, 2014).

County Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 18 months)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

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July 18, 2013 - Executed agreement returned to NRD (Kelly Polanski) for submittal to EPC of Hillsborough County.

Cost and Funds Source Account Number and Name

None

Amount and Frequency of Recurring Costs

None

Attachment: First Amendment to Pollutant Storage Tank Agreement.pdf

**FIRST AMENDMENT TO THE
INTERLOCAL AGREEMENT
between
MANATEE COUNTY
and the
ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY
for Storage Tank System Compliance Verification Program**

THIS FIRST AMENDMENT (“Amendment”), to the Interlocal Agreement for Storage Tank System Compliance Verification Program dated September 17, 2012 (“Agreement”) is made and entered into as of this 17th day of July, 2013, by and between Manatee County, a political subdivision of the State of Florida (“COUNTY”), located at 202 6th Avenue East, Bradenton, Florida 34206, and the Environmental Protection Commission of Hillsborough County (“EPC”), a political subdivision of the State of Florida, located at 3629 Queen Palm Drive, Tampa, Florida 33619.

WITNESSETH:

WHEREAS, it is the purpose and intent of this Agreement, the parties hereto, and Section 163.01, Florida Statutes, known and referred to as the Florida Interlocal Cooperation Act of 1969 (“Cooperation Act”), to permit and authorize the COUNTY and EPC to make the most efficient use of their respective common powers, resources, authority, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services and efforts provided for herein in the manner that will best utilize existing resources, powers and authority available to each of them; and,

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the COUNTY and EPC may exercise their respective common powers, privileges and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and,

WHEREAS, the parties entered into the Interlocal Agreement for Storage Tank System Compliance Verification Program dated September 17, 2012 which expires on June 30, 2013; and,

WHEREAS, the parties desire to extend the agreement for one year through June 30, 2014, to continue to allow Manatee County to perform the Storage Tank System Compliance Verification Program on behalf of the EPC and DEP in Manatee County; and,

NOW, THEREFORE, the COUNTY and EPC hereby amend the Agreement as follows:

ACCEPTED in Open Session
July 30, 2013
Manatee County Board of County
Commissioners

1. Paragraph 3(b) is rescinded and replaced with the below paragraph, in an effort to adjust the dollar amount and to explain the use of variable costs:

***PAYMENT.** As consideration for COUNTY's aforementioned activities, the EPC, through monthly invoicing, shall fund the COUNTY in the amount of up to \$55,762.20 in State FY 2014 (July 1, 2013 to June 30, 2014), not including variable costs. The maximum funding noted above does not include the variable costs allowed for in the Task Assignment and Fee Schedule of Exhibit 2. Those variable costs may also be paid to the COUNTY through invoicing as described herein and in conformance with Exhibit 2 at an amount not to exceed \$21,396.53. The variable cost may be adjusted by the EPC upon request to and approval by the DEP. Upon approval of each monthly invoice, the EPC shall retain 5% of the total approved invoice amount for Agreement management expenses.*

At the end of the Agreement term EPC shall review its actual time expended on Agreement management and this shall be considered in any future modifications or task assignments.

2. Paragraph 3(c) is rescinded and replaced with the below Agreement deadline extension:

3. ADMINISTRATIVE MATTERS:

*c) **TERM.** The term of this Agreement shall be for a period of one year, beginning July 1, 2013 and ending on June 30, 2014, regardless of the date of execution of this agreement.*

3. The FY 2014 Task Assignment and the FY 2014 Fee Schedule attached to the Task Assignment (collectively referred to as "Exhibit 2") are attached and incorporated herein, and it replaces and rescinds the previous Exhibit 2 for FY 2013.

4. The remainder of the Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the COUNTY and EPC have caused this First Amendment to the Agreement to be executed as of the date noted on the first page.

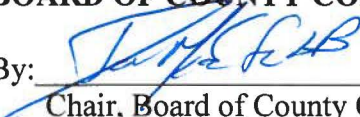
ATTEST:

CHIPS SHORE
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

(OFFICIAL SEAL)

MANATEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By:  _____
Chair, Board of County Commissioners

ATTEST:

By:  _____
WITNESS for EPC

ENVIRONMENTAL PROTECTION
COMMISSION OF HILLSBOROUGH
COUNTY

By:  _____
Richard Garrity, PhD
Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  _____
EPC Counsel

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FY 2014 Task Assignment

**Florida Department of Environmental Protection
Task Assignment Notification Form for HILLSBOROUGH COUNTY**

Contract No. GC682 Task No. 07 Amendment No. _____ Date 06/24/2013

Performance Period: Effective the date of execution of this Task Assignment or July 1, 2013, whichever is later, and shall remain in effect until June 30, 2014.

Description: (Additional Pages May be Utilized)

The Contractor shall complete the following services in accordance with the requirements in DEP Contract No. GC682:

- Perform inspections for all reported complaints, discharges, installations and closures involving storage tank systems within Hillsborough and Manatee Counties;
- Perform all re-inspections per Guidance Document A to confirm compliance within Hillsborough and Manatee Counties;
- Conduct routine compliance inspections at the 857 facilities identified in Exhibit #1 (provided electronically).
- Compensation will only occur for routine annual compliance inspections conducted at the facilities explicitly identified in Exhibit #1.

(Continued on Page 2)



Payment schedule: Compensation will occur on a monthly basis, per the fee schedule listed in Exhibit #1. Invoices are due no later than the 15th day of the month proceeding work activity. The contractor must submit a signed 'Contractual Services Invoice' noting the quantity and location of inspections.

Task Managers:

DEP Task Manager: Laurel Culbreth Phone: (813) 632-7600

Contractor Task Manager: Hooshang Boostani Phone: (813) 627-2600

Authorization:

	<u>26 Jun 13</u>
DEP Contract Manager	Date
Contractor's Contract Manager	Date
	<u>6/26/13</u>
DEP Budget Representative	Date

Funding

ORGANIZATION CODE	EO	OBJECT CODE	MODULE	SPECIAL CATEGORY	YR	AMOUNT
37450305000	JD	132500	4562	IPTF 100029	13	\$ 423,878.47
					14	

Notes:

- CC: DEP Contracts (MS 93)
- Finance & Accounting, Contracts Disbursement Section (MS 78) - 2 Copies
- DEP Task Manager

Description continued:

The Contractor must perform all Enforcement Actions in accordance with Guidance Document F (Level of Effort). The Contractor will perform Level 1 enforcement activities within Manatee County and Level 2 enforcement activities within Hillsborough County. The Department will determine, based on its best judgment, whether the Contractor satisfactorily resolves these non-compliance violations.

The Contractor will not conduct the Discharge Prevention Response Certificate (DPRC) inspections detailed in Paragraph 9 of the contract.

The FDEP will adjust the funding level of this task assignment as needed to complete the scope of services described within this Task Assignment.

FY 2014 Fee Schedule

(Exhibit #1 of EXHIBIT 2)

Routine Annual Inspection Requirement		
County	Facility Count	Routine Compensation
Hillsborough County	701	\$250,572.45
Manatee County	156	\$55,762.20
TOTAL	857	\$ 306,334.65
Variable Inspection Allocation		Total Task Amount
\$117,543.82		\$ 423,878.47

Facilities highlighted on the county spreadsheet tabs require a routine annual inspection and will be compensated per the compensation schedule. FDEP will not compensate for any routines conducted of non-highlighted facilities.

Compensation Schedule	
Routine	\$357.45
UST System Install	\$1,157.79
UST Piping Install	\$385.93
Component Install	\$192.96
UST System Closure	\$771.85
UST Piping Closure	\$385.93
Component Closure	\$192.96
AST System Install	\$578.89
AST Piping Install	\$192.96
AST Piping Closure	\$192.96
AST System Closure	\$385.93
Complaint	\$190.11
Discharge	\$190.11
Enforcement	\$190.11
Non-Compliance	\$190.11