

Meeting Date
July 21, 2015



AGENDA	
Section	Consent
Item No.	II.A.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Grant Agreement Amendment between the Florida Department of Environmental Protection (FDEP) and Brevard County FISCAL IMPACT: No General Fund Impact – \$1,055,532.96 Grant Revenue
DEPT/OFFICE:	Natural Resources Management Department (NRMD)

Requested Action:
 It is requested that the Board: 1) accept the Grant Agreement Amendment between Brevard County and the FDEP to provide petroleum contamination site clean-up related services in Brevard, Indian River, St. Lucie, Martin, and Okeechobee Counties; 2) authorize the County Manager or designee to execute future contract amendments and annual renewals; authorize the County's local program manager to execute task assignments consistent with the contract; and 4) authorize any necessary budget change requests to provide adequate staffing, operating budget and acquire the necessary capital items to meet contractual obligations.

Summary Explanation & Background:
 On April 7, 1987, the Board adopted Resolution #87-122 which was submitted by the Brevard County Hazardous Substance Committee. Item #9 of this resolution recommended the Board take advantage of opportunities to contract with the FDEP to implement a program addressing leaking underground petroleum storage tanks. Since August 1987, NRMD has contracted with the FDEP to implement the SUPER Act Program. The SUPER Act Program was put into place under Florida Statute, F.S., 376 to protect Florida's surface and drinking water. Florida Statute 376 also states that the Department shall, to the greatest extent possible, contract with local governments to administer these responsibilities. Such local programs may administer outside their jurisdictional boundaries if the local government is deemed capable of carrying out such responsibilities to the satisfaction of the Department. In 2005, NRMD was contracted to extend the SUPER Act Program from Brevard to Indian River County.
 In 2009, the Board approved the current Petroleum Clean-up Grant Agreement with the FDEP for January 2010 through June 2015 with annual renewal options for 2015 through 2020. In addition, the Board authorized the County Manager or designee, signature authority on future amendments and renewals associated with this Agreement.
 This year the FDEP has asked that Brevard administer petroleum contamination clean-up activities in Brevard, Indian River, St. Lucie, Martin, and Okeechobee Counties. By adding these Counties to our grant agreement, NRMD will be contracted to protect groundwater throughout the watershed of the Indian River Lagoon. Staff requests authorization to hire up to five additional staff to handle the additional service area. Staff also requests the Board's approval to acquire the necessary vehicles and capital equipment to carry out the scope of work contracted in this amendment.
 The negotiated contract amendment with the FDEP for State fiscal year 15-16 includes site management activities associated with remediating 308 petroleum-contaminated facilities; negotiating and managing remediation project budgets, supervising environmental consultants on-site, reviewing technical documents, and issuing Legal Orders requiring remediation or "No Further Action", updating appropriate State databases and providing public assistance.
Fiscal Impact: There is no known impact to the General Fund associated with this item.
 FY 14-15: Up to \$263,883.96 additional (Fund 1700/ Acct 303100) grant revenue and matching expenses.
 FY 15-16: Up to \$791,649.67 additional (Fund 1700/ Acct 303100) grant revenue and matching expenses.

Contact: Virginia Barker or Douglas Divers, NRMD
Phone/E-mail: (321) 633-2017; Virginia.barker@brevardcounty.us, Doug.divers@brevardcounty.us

Clerk to the Board Instructions: N/A

Exhibits Attached: **Attach 1:** Initial Contract Form A0-29; **Attach 2:** Task Assignment; **Attach 3:** Grant Agreement S0478; **Attach 4:** Amendment No. 1

Contract/Agreement (If attached): Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager: Stockton Whitten	Assistant County Manager	Department Director / Extension Virginia Barker/X52435
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Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

July 22, 2015

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Interim Director Attn: Douglas Divers

RE: Item II.A.1., Grant Agreement Amendment with the Florida Department of Environmental Protection (FDEP) Providing Petroleum Contamination Site Clean-up Related Services in Brevard, Indian River, St. Lucie, Martin, and Okeechobee Counties

The Board of County Commissioners, in regular session on July 21, 2015, accepted the Grant Agreement Amendment between Brevard County and the FDEP to provide petroleum contamination site clean-up related services in Brevard, Indian River, St. Lucie, Martin, and Okeechobee Counties; authorized the County Manager or designee to execute future contract amendments and annual renewals; authorized the County's local program manager to execute task assignments consistent with the contract; and authorized any necessary budget change request to provide adequate staffing, operating budget and acquire the necessary capital items to meet contractual obligations. Enclosed is fully-executed Grant Agreement Amendment.

Your continued cooperation is appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/kg

Encl. (1)

cc: Contracts Administration
Finance
Budget

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT FORM


SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Florida Department of Environmental Protection	
2. Fund/Account #: 0004 / 303100	3. Division Name: Natural Resources Management
4. Contract Description: FDEP Petroleum Restoration Program Grant Agreement S0478, Amendment #1	
5. Contract Monitor: Douglas Divers	6. Mail Stop #: 81
7. Dept./Office Director: Virginia Barker, Interim Director	8. Contract Type: Grant Agreement
ACTION DATE: 07/07/2015	ACTION REQUIREMENT: Review / Approve

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	APPROVAL		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	<u> </u>	<u>PDD</u> 	<u>06-05-15</u>
Risk Management	<u> </u>	<u> </u>	<u> </u>	<u> </u>
County Attorney	<u> </u>	<u> </u>	<u>CA</u>	<u>6-30-15</u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

SECTION I

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The following departments must approve all contracts submitted to the Board:

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>INITIALS</u>	<u>DATE</u>
User Agency	<u>X</u>	<u> </u>	<u>PDD</u>	<u>06-05-15</u>
Risk Management	<u>✓</u>	<u> </u>	<u>JLS</u>	<u>6/29/2015</u>
County Attorney	<u> </u>	<u> </u>	<u> </u>	<u> </u>

If any office denies approval, the package will be returned immediately to the User Agency.

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ATTACHMENT 2

TASK ASSIGNMENT NOTIFICATION FORM

DEP Agreement Number: S0478 Task Assignment #: 7
 Grantee Name: Brevard County Natural Resources Mgmt. Office
 Grant Manager: Doug Divers Phone #: 321-633-2017
 DEP Grant Manager: Susan Fields Phone #: 850/245-8828

Task Description: (use additional pages if necessary)

Perform on-going site management activities on behalf of the FDEP, required for purposes of petroleum contamination site cleanup on 308 petroleum contaminated sites as described in Attachment A, Scope of Services of FDEP Grant S0478. The Grantee will be paid a monthly site management rate of \$87,961.08.

Deliverable: Completion of all activities, documents, letters, data entry, etc
Per Scope of Services listed in attachment A of FDEP Grant S0478

Task Assignment Type: Amount Not To Exceed Task Performance Period July 1, 2015 to June 30, 2016
 Fee Schedule: \$1,055,532.96
 Total Task Assignment Value: \$1,055,532.96

Organization Code	E.O.	Object Code	Module	Category	Fiscal Year	GAA Line Item #	Budget Representative Approval
37450404555	JG	751002	4713	087889	15		<i>Susan Fields</i>

Revised Attachment H, Exhibit-1, attached to this document.

Susan Fields
 DEP Grant Manager
Susan Fields
 Cost Center Administrator
Susan Fields for D.P.
 Program Administrator
George P. Caspary
 Division Director
Paula L. Cobb
 Deputy Secretary
[Signature]
 Secretary

6/17/15
 Date
6/17/15
 Date
6/17/15
 Date
6/17/2015
 Date
7/1/15
 Date
7/1/15
 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

File



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

July 22, 2015

RECEIVED

JUL 28 2015

**BREVARD COUNTY
NATURAL RESOURCES MGT.**

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Interim Director Attn: Douglas Divers

RE: Item II.A.1., Grant Agreement Amendment with the Florida Department of Environmental Protection (FDEP) Providing Petroleum Contamination Site Clean-up Related Services in Brevard, Indian River, St. Lucie, Martin, and Okeechobee Counties

The Board of County Commissioners, in regular session on July 21, 2015, accepted the Grant Agreement Amendment between Brevard County and the FDEP to provide petroleum contamination site clean-up related services in Brevard, Indian River, St. Lucie, Martin, and Okeechobee Counties; authorized the County Manager or designee to execute future contract amendments and annual renewals; authorized the County's local program manager to execute task assignments consistent with the contract; and authorized any necessary budget change request to provide adequate staffing, operating budget and acquire the necessary capital items to meet contractual obligations. Enclosed is fully-executed Grant Agreement Amendment.

Your continued cooperation is appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/kg

Encl. (1)

cc: Contracts, Administration
Finance
Budget



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Interim Secretary

July 9, 2015

Mr. Doug Divers
Brevard County Natural Resources Mgmt. Office
2725 Judge Fran Jameison Way
Building A, Suite 219
Veira, Florida 32940

RE: Amendment No. 1

Dear Mr. Divers:

Enclosed you will find a signed copy of Amendment No. 1 for your records. If you have any questions please contact me at 850-245-8828 or the letterhead address.

Sincerely,

A handwritten signature in cursive script that reads "Susan Fields".

Susan Fields
Contract Manager
Petroleum Restoration Program
susan.fields@dep.state.fl.us

cc: File

RECEIVED

JUL 13 2015

**BREVARD COUNTY
NATURAL RESOURCES MGT.**

AGREEMENT NO. S0478
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 9th day of December, 2009, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS (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 Martin, Okeechobee, and St. Lucie counties and the Grantee has agreed to provide the services; and,

WHEREAS, the Grantee has requested a time extension in order to complete petroleum contamination site cleanup related services as retained by the Department; and,

WHEREAS, several references in the Agreement and Attachments need to be replaced and other minor changes are necessary; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

All references in the Agreement and Attachments to the following are hereby replaced:

- JW 16/10/10*
- "Chapter 62-770" is replaced with Chapter "62-780"
 - "Bureau of Petroleum Storage Systems" (BPSS) is replaced with "Petroleum Restoration Program" (PRP)
 - "Preapproval Program" is replace with "Petroleum Restoration Program"
 - "work orders" is replaced with "purchase orders/task assignments"
 - "Preapproval Advance Cleanup Program" (PAC) is replaced with "Advance Cleanup Program"
 - "Preapproval", other than "Preapproval Program", is replaced with "Competitive Procurement"
- Brevard,
Indian River,*

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

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

-- Paragraph I.5. is hereby deleted in its entirety and replaced with the following:

The Grantee and its subcontractors are responsible for ensuring that all petroleum contamination site cleanup work conducted in Brevard, Indian River, Martin, Okeechobee, and St. Lucie counties follows all rules and procedures established by the Department's Environmental Assessment Section, except as modified or directed by the Petroleum Restoration Program.

-- Paragraph I.7. is hereby revised to change the completion date of this Agreement to June 30, 2016.

-- The first sentence of Paragraph IV.14 is hereby deleted in its entirety and replaced with the following:

All services performed by the Grantee shall be in accordance with applicable statutes, and rules including Section 376.301 through 376.308, F.S. and Chapters, 62-771, 62-772, 62-777 and 62-780, F.A.C. and written Department guidance, provided as Attachment K-1, Revised Guidance Documents.

-- Attachment A, Scope of Services, Paragraph 1 is hereby revised to include 62.772, F.A.C. as a reference for applicable statutes, rules and written Department guidance.

- Attachment B, Grant Definitions, is hereby deleted in its entirety and replaced with **Attachment B-1, Grant Definitions Revised**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment B shall hereinafter refer to **Attachment B-1, Grant Definitions Revised**.
- Attachment G1, Instructions for Monthly Grant Invoice, Page 1 of 1 is hereby deleted in its entirety and replaced with **Attachment G-1, Instructions for Monthly Grant Invoice Revised**, Page 1 of 1 attached hereto and made a part of the Agreement.
- Attachment K, Guidance Documents, Page 1 of 1 is hereby deleted in its entirety and replaced with **Attachment K-1, Guidance Documents Revised**, Page 1 of 1 attached hereto and made a part of the Agreement.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 

Title:

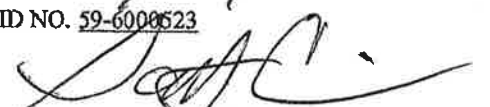
By: 

Secretary or Designee

Date: 6/30/15

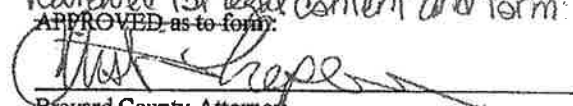
Date: 6/30/15

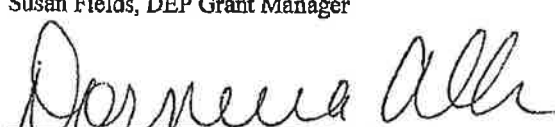
FEID NO. 59-600623


Brevard County, County Clerk


Susan Fields, DEP Grant Manager

Reviewed for legal content and form:
APPROVED as to form:


Brevard County Attorney


DEP Contracts Administrator

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.

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description (include number of pages)</u>
Attachment	B-1	Grant Definitions Revised (2 Pages)
Attachment	G-1	Instructions for Monthly Grant Invoice Revised (1 Page)
Attachment	K-1	Guidance Documents Revised (1 Page)

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

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
Title: _____

By: _____
Secretary or Designee

Date: 6/30/15

Date: _____

FEID NO. 59-6000523

[Signature]
Brevard County, County Clerk Scott Ellis

[Signature]
Susan Fields, DEP Grant Manager

Reviewed for legal content and form:
APPROVED as to form:

[Signature]
DEP Contracts Administrator

[Signature]
Brevard County Attorney

Approved as to form and legality:

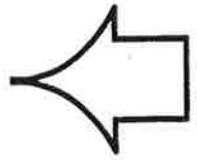
Approved by Board 7-21-15

[Signature]
DEP Attorney

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Attachment	B-1	Grant Definitions Revised (2 Pages)
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Attachment	K-1	Guidance Documents Revised (1 Page)



ATTACHMENT B-1 GRANT DEFINITIONS REVISED

The following terms are defined below for use in this Agreement:

Active Site: An active petroleum cleanup site is a site that is being actively managed by the county. A site is actively managed when the county is performing all necessary activities to bring the petroleum cleanup site to either No Further Action or Site Rehabilitation Completion with or without conditions. As such purchase orders/task assignments to cleanup contractors, reviewing reports and processing invoices also constitute an active site. All technical and administrative services performed by the county need to be in accordance with Attachment A of the contract.

The Department will accept correspondence between the cleanup section of the county and the responsible party or his or her designee to verify that the county is actively working on a site. Such documentation may include:

- letters
- phone log records
- e-mail
- Fax facsimiles

The Facility ID number and Facility name need to be part of all correspondence. These documents need to part of the county cleanup site file and the Department site file.

Department Facility Identification Number (FAC ID#): a nine digit numbering system which assigns a separate number to each known registered Petroleum Contamination Site. This numbering system is generated by DEP.

Discharge Report Form (DRF): a form adopted by Chapter 62-761, F.A.C., which an owner or operator is required to fill out, complete and submit to DEP when a discharge occurs at their facility.

Eligible Petroleum Clean-up Grant Site (Eligible Site): a site that has been assigned a Department Facility Identification Number (FAC ID#), qualifies for IPTF funding and the Department has forwarded, to the county, the Contractor Designation Form (CDF) or the approval to initiate site cleanup.

Full Time Equivalent (FTE): employee(s) whose work hours total two thousand eighty (2080) per year.

Ineligible Petroleum Clean-up Contract Site (Ineligible Site): a site that has been assigned a Department Facility Identification number (FAC ID#), has a valid Discharge Report Form (DRF) on file, is ineligible for IPTF Funds, and is following Non-program Site Management Procedures (SMP), completing Numbers 1,2 and 3, of the SMP at a minimum.

Inland Protection Trust Fund (IPTF): the trust fund established by the Legislature which provides all funds for the petroleum prevention and cleans-up program established by Section 376.3071, F.S.

Involuntary Cleanup Site: a petroleum contaminated site that has an owner or responsible party who has been forced to clean up their site via a DEP or county enforcement action and which is an ineligible site.

No Further Action With or Without Conditions (NFA/NFAC): an order issued by the Department which declares that a petroleum contaminated site has attained target clean-up levels as stipulated by Chapter 62-780, F.A.C. with or without institutional or engineering controls.

Non-program: see Ineligible Site definition.

Non-program Site Management Procedure (SMP): see Attachment L.

Petroleum Cleanup Preapproval Program Standard Operating Procedures (SOP) Manual:

a procedures manual, published by the Petroleum Restoration Program which provides specific information, guidance and procedures on the Petroleum cleanup program.

Petroleum Cleanup Site: any site currently being cleaned up in accordance with Chapter 62-780, F.A.C., procedures including non-program sites, voluntary cleanup sites, competitive procurement sites, and state cleanup sites.

Petroleum Contamination Tracking System (PCT): a DEP database that is used to keep track of information regarding petroleum contaminated sites.

Competitive Procurement: When contracting for site rehabilitation activities performed under the Petroleum Restoration Program, the Department shall comply with competitive procurement requirements provided in Chapter 287, F.S. or administrative rules adopted under Sections 376.3071(6) or 287.0595, F.S.

Professional Engineer (PE): an individual licensed to practice engineering in Florida pursuant to Chapter 471, F.S.

Professional Geologist (PG): an individual licensed to practice geology in Florida pursuant to Chapter 492, F.S.

Remedial Action Plans (RAPs): see Chapter 62-780, F.A.C.

Significant non-compliance (SNC): – refers to the violation types in the storage tank regulation section, provides three levels, A, B or Minor as follows:

- Significant Non-Compliance - A (SNC – A).
These violations are considered top priority due to their potential for harm to the environment. They are identified on the data entry/checklist by all capital letters and in bold print.
- Significant Non-Compliance - B (SNC – B).
These violations are considered high priority due to their potential for harm. They are identified on the data entry/checklist by bold print.
- Minor violation – (MIN).
These violations are considered low priority. They are identified by regular type font on the data entry/checklist.

Site Assessment Reports (SARs): reports, which provide site specific information on the horizontal and vertical extent of a petroleum contamination plume as required and defined by Chapter 62-780, F.A.C.

Site Rehabilitation Completion Orders (SRCOs): see definition for No Further Action with or without conditions.

State Cleanup Site: an eligible program site within the current funding score range for which the responsible party has not designated a competitive procurement contractor and is being worked on by a DEP state cleanup contractor or contractor state cleanup sub-contractor.

Storage Tank Contamination Monitoring (STCM): see definition for Petroleum Contamination Tracking System.

Voluntary Cleanup Site: an eligible program site with a priority score below the current funding range for which the responsible party is continuing site assessment and cleanup activities at his/her own expense.

Warning Letter: letter issued by the Grantee to a responsible party for a non-program site when the Site Rehabilitation Initiation (SRI) letter is not responded to within thirty (30) days or whenever 62-780 F.A.C. time frames for document submittal are not met.

**ATTACHMENT G-1
INSTRUCTIONS FOR MONTHLY GRANT INVOICE REVISED**

A status report detailing all activities conducted under this Agreement, shall accompany the Monthly Grant Invoice form included as part of this attachment. The Monthly *Grant Invoice* must include the following documentation:

- I. The *Monthly Grant Invoice* form (Attachment G2) which must be completely filled out.
- II. The *Monthly Grant Invoice Cover Sheet* form (Attachment G3) which provides a summary of the total number of sites managed in the following categories:
 - A. Number of sites actively administered under the Preapproval Program (PA)
 - B. Number of sites actively administered under the State Cleanup Program (SCU)
 - C. Number of sites actively administered under the Preapproved Advance Cleanup Program (PAC);
 - D. Number of sites actively administered under the Petroleum Cleanup Participation Program (PCPP);
 - E. Number of sites actively administered under the Pay for Performance Program (PFP);
 - F. Number of sites actively administered under the Free Product Recovery Initiative (FP);
 - G. Number of sites actively administered under the Voluntary Cleanup category (VC);
 - H. Total number of sites actively administered under the Non-Program category (NP):
 1. Number of Sites issued Warning Letters (WL);
 2. Number of Sites referred to the District for Enforcement (ENF);
 - I. Number of sites that received No Further Action Status (NFA), No Further Action with Conditions Agreement (NFAC), Site Rehabilitation's Completion Order (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement
 - J. Number of sites actively administered under the Low Score Site Initiative (LSSI) and Low Score Assessment (LSA).
- III. The *Site Report Spreadsheet* form (Attachment G4) which details all activities conducted under this Agreement for each site managed, and shall include the following information:

Facility Identification Number
Site Name
Site Manager Name
Cleanup Phase
Comments / Status of Site

The information for each of these sites must then be subdivided into the following categories:

- A. Preapproval Program, (PA)
 - B. State Cleanup Program, (SCU)
 - C. Preapproved Advance Cleanup Program, (PAC)
 - D. Petroleum Cleanup Participation Program, (PCPP)
 - E. Pay for Performance Program, (PFP)
 - F. Free Product Recovery Initiative, (FP)
 - G. Voluntary Cleanup category, (VC)
 - H. Non-Program category, (NP)
 - I. Non-Program Sites Issued Warning Letters (WL)
 - J. Non-Program Sites referred to the District for Enforcement (ENF)
 - K. No Further Action Status, (NFA), No Further Action with Conditions Agreement, (NFAC), Site Rehabilitation's Completion Order, (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement
- The Grantee must submit an original invoice package by mail and also send the information by electronic mail to the DEP Grant Manager.

**ATTACHMENT K-1
GUIDANCE DOCUMENTS REVISED**

Guidance Documents, Procedures, Memos include but are not limited too:

Contractor Designation/Point of Contact Designation
Free Product Recovery Initiative
Guidance on Site Assessment and Supplemental Assessment Report Preparation for Petroleum Preapproval Sites
New Soil Sampling Procedures and Recommended EPA Methods (per USEPA SW-846)
Interim Guidance for Laboratory Analyses of Soil Samples for Petroleum Contamination Site Assessments
Some Points To Consider During Evaluation of Analytical Data
Institutional Control Guidance Document
Monitoring Well Construction Specifications and Related Issues
Interested Parties Summary
Contamination Assessment Review Guidelines
Remedial Action Plan Guidelines: BPSS-1 through BPSS-11
Guidelines for Assessment and Source Removal of Petroleum Contaminated Soil
All guidance documents listed in Chapter 62-780, F.A.C., as amended.

Manuals:

Guidance Manual for Review of Petroleum Remedial Action Plans
Development of Soil Cleanup Target Levels (SCTLs) For Chapter 62-777, F.A.C.
Matrix I – Key Model Information

Computer Disk Information

Order Letters
Injection Letters
Institutional Control Guidance Document
Invoice Return Letter
Site Access Form
Site Inspection Form
PE & PG Certification Forms
Site Assessment Summary
RAP Checklist
Utility Transfer
10% Spreadsheet
Well Sampling Spreadsheet
Template Cost Worksheet
Template Invoice
Verbal Authorization Form

NOTE: Documents and forms for the Petroleum Restoration Program can also be found at the following Web Page address: <http://www.dep.state.fl.us/waste/categories/pcp/default.htm>

COUNTIES: BREVARD AND INDIAN RIVER

AGREEMENT NO. S0478

STATE OF FLORIDA
GRANT ASSISTANCE

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS whose address is Natural Resources Management Office, 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as the "Grantee" or "Recipient"), a county government, to provide petroleum contamination site cleanup related services in Brevard and Indian River Counties.

I. GENERAL TERMS

As authorized by Section 376.3073, Florida Statutes (F.S.) and in consideration of the mutual benefits to be derived herefrom, the Department and Grantee do hereby agree as follows:

1. The Department does hereby retain the Grantee to perform local government petroleum contamination site cleanup program services as described in **Attachment A, Scope of Services**, attached hereto and made a part hereof. The Grantee does hereby agree to perform such services upon the terms and conditions set forth in this Agreement and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, specific definitions and terms are described in **Attachment B, Grant Definitions**.

2. The services under this Agreement shall be authorized as follows:

Management of the Pre-Approval/Non-Program/Voluntary Cleanup portion of the Petroleum Contamination Cleanup Program and State Cleanup Project Management ("State Cleanup"): services shall be requested and authorized by the Department on an "as needed" basis utilizing **Attachment C, Task Assignment Notification Form**, and **Attachment D, Task Assignment Change Order Form**. Task Assignment/Task Assignment Change Order performance periods may not extend beyond the completion date of this Agreement established in Paragraph 7. Any Change Order which causes an increase or decrease in the Grantee's cost or time, excluding Task Assignment Change Orders which modify the cost or time of the work described in an executed Task Assignment Form issued under the terms of this Agreement, shall require an appropriate adjustment and modification (formal amendment) to this Agreement.

3. The Grantee shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services or requirements as further stated herein, shall be supplied by the Grantee, except as provided in paragraph 27.

4. The Grantee is responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its reports and other services.

5. The Grantee and its subcontractors are responsible for ensuring that all petroleum contamination site cleanup work conducted within its jurisdiction 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 Cleanup Program.

6. The Grantee shall be responsible for obtaining all applicable local, state and federal permits.

7. This Agreement shall be effective on January 1, 2010, and shall remain in effect until June 30, 2015, inclusive. Any and all work under this Agreement shall be evidenced by an executed Task Assignment. It is agreed that the first executed Task Assignment will be for work performed during the period of January 1, 2010 to June 30, 2010. In no event shall the Grantee perform work without an executed Task Assignment. Task Assignments will be executed no later than July 1 of each year detailing the requirements for the next twelve (12) months. This Agreement may be renewed for an additional term not to exceed the original Agreement period. Renewal of this Agreement shall be evidenced in an amendment to this Agreement. All renewals are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funds.
8. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, excluding Task Assignment Change Orders which modify the cost or time of the work described in an executed Task Assignment Notification Form, shall require formal amendment to this Agreement.

II. COMPENSATION

9. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a combination fee schedule/cost reimbursement basis as specified in each executed Task Assignment. Services shall be authorized on a Task Assignment basis. Funding under this Agreement shall be authorized by and for each executed Task Assignment as issued by the Department. The Grantee is not authorized to perform services for reimbursement by the Department that exceeds the funding amount issued for each Task Assignment. Upon completion and final payment of each Task Assignment, all funds remaining from that particular Task Assignment shall be unencumbered by the Department. The Grantee hereby agrees that the Grantee or its subcontractors shall not commence work on a Task Assignment until said Task Assignment has been fully executed by both the Department and the Grantee. The Department shall pay the Grantee on a fee schedule basis, based on **Attachment E, Task Assignment Calculation Spreadsheet**, as follows:
 - A. For management of the Pre-Approval/Non-Program/Voluntary Cleanup portion of the Petroleum Contamination Cleanup Program and State Cleanup Project Management.
 - B. The rates used for calculation of fee schedule payments shall be negotiated and established on an annual basis and evidenced by issuance of a Task Assignment Notification Form, and shall apply to all services for the state fiscal year (July 1 to June 30) in which the rates were authorized.
 - C. Cost of living increase or pay raises granted by a County government do not require the Department to increase the compensation paid for the services outlined in this Agreement.
 - D. Changes in the approved price for any given year shall be based on the addition or deletion of petroleum cleanup sites serviced, at the same rates authorized for that Grantee for that fiscal year.
 - E. The Grantee shall be paid on a fee schedule/cost reimbursement basis based on estimates of the costs to manage a specified number of sites. **This is not a fixed price or cost plus Agreement.** The monthly amount is based on the level of effort measured in personnel required to manage Preapproval/Non Program/Voluntary Cleanup and State Cleanup Sites. The number and level of personnel, cost of personnel and overhead and the total number of sites the Grantee manages are based on the costs agreed to in the executed Task Assignment. Consideration in terms of personnel time is also given for specific technical and administrative activities on a task by task basis. Payment for active sites shall be based on the date of initiation and pro-rated over a 12-month basis. Additional sites added during the course of the year will be prorated from the month the site is assigned. Site Rehabilitation Completion Orders (SRCO) with or without conditions issued pursuant to Rule 62-770.680, Florida Administrative Code ("F.A.C."), during the course of the year shall not reduce the total number of sites assigned to the Grantee during any fiscal year.

For cost reimbursement of equipment, in addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures for equipment charged against this Agreement. The listing shall include, at a minimum, a description of the equipment purchased, date of the transaction, voucher number, amount paid, and vendor name.

10. Funding for this Agreement is through the Inland Protection Trust Fund (IPTF) and the Grantee shall track this funding separate from direct appropriations and any other funds in accordance with the Scope of Services. The Department shall encumber funding upon the execution of a Task Assignment Notification Form or a Task Assignment Change Order Form.

11. Payment terms shall be as follows:

A. All invoices for amounts due under this Agreement shall be submitted, per Contractor Financial Management, Section 7, of the Scope of Services. All travel and incidental expenses for the Grantee are included in the Task Assignment Calculation Spreadsheet. All travel expenses shall be calculated in accordance with the travel requirements established in Section 112.061, Florida Statutes.

B. Grantee invoices will not be approved for payment unless the provisions of paragraph 12 are completed in a satisfactory and timely manner and information contained in the status report is accurately reflected in the Petroleum Contamination Tracking (PCT) System.

C. Receipts for all purchases of non-expendable equipment costing one thousand (\$1000) dollars or more must be retained to document purchases in addition to a properly completed **Attachment F, Property Reporting Form**, as per paragraph 27.

D. Three (3) copies of each invoice, including detailed supporting documentation of all costs, as identified in paragraph 13, shall be submitted to:

Department of Environmental Protection
Bureau of Petroleum Storage Systems, MS #4575
Attn: Accountant
2600 Blair Stone Road
Tallahassee, FL 32399-2400

E. Documentation, in the form of required invoicing with attached information, must be in detail sufficient for pre audit and post audit review and approval of invoices.

F. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the Grantee satisfactorily completing the work identified in Attachment A, Scope of Services. The parties hereto understand that this Agreement is not a commitment of future appropriations.

12. A. The Grantee shall provide a Statement of Revenue, Expenses and Fund Balance utilizing **Attachment N, Guidelines for Preparing Year End Financial Statement**, for the period of the executed Task Assignment within ninety (90) days of payment of the twelfth invoice for the current Task Assignment. If the Grantee fails to timely provide a Statement of Revenue, Expenses and Fund Balance within the ninety (90) day period, the Grantee will be assessed a five percent (5%) penalty based on the current Task Assignment amount. The penalty amount will be subtracted from Invoice Number 12 in the current Task Assignment Year. The Grantee is still obligated to provide the Statement of Revenue, Expenses and Fund Balance to the Department even if the Grantee provides this statement after the ninety (90) day deadline and is assessed the five percent (5%) penalty.

B. If the Grantee's fund balance is less than or equal to ten percent (10%) of its current year Task Assignment, the Grantee may retain the excess amount provided that such excess amount must be

used pursuant to the provisions of this Agreement, the Task Assignment and Section 376.3071, F.S. If the Grantee's fund balance is greater than ten percent (10%) of its current year Task Assignment amount the Department may reduce the existing Task Assignment equal to the excess amount. However, the Grantee can submit to the Department, with the Fund Balance Report, a written proposal to retain the funds that exceed the ten percent (10%) of the current year Task Assignment. The Department, at its sole discretion, will then determine whether the Grantee may retain the funds greater than ten percent (10%) of the current year Task Assignment.

- C. The Grantee shall not allocate funding to non-program activities outside the scope of this Agreement or any Task Assignment. Sections 376.3071 and 376.11, F.S., prohibit the use of IPTF moneys for purposes other than those specified in these sections.

III. DELIVERABLES

13. The Grantee shall submit monthly reports and deliverables as follows:

- A. **Attachment G2, Monthly Grant Invoice**, shall be accompanied by **Attachment G3, Monthly Grant Invoice Cover Sheet**, along with the required backup documentation per **Attachment G4, Site Report Spreadsheet Form**, per **Attachment G1, Instructions for Grant Invoice**.
- B. The Grantee shall submit originals or scanable copies of all Site Assessment Reports (SARs), Remedial Action Plans (RAPs), Site Rehabilitation Completion Reports (SRCRs), and other technical reports generated or received, and all correspondence to and from the Grantee, such as letters, memos, and notes to the Department, within sixty (60) days of receipt or initiation, and shall retain copies in its office.
- C. In addition to the invoicing requirements contained in paragraph 13.A. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

IV. MANAGEMENT

- 14. All services performed by the Grantee shall be in accordance with applicable statutes, and rules including Section 376.301 through 376.308, F.S. and Chapters 62-770, 62-771, and 62-777, F.A.C. and written Department guidance, provided as **Attachment K, Guidance Documents**. All guidance documents shown, as amended and distributed by the Department during the term of this Agreement are a part of this Agreement. Guidance documents shall be supplied or made available by the Department on a timely basis. If the guidance documents shown in Attachment K changes, the Grantee will be notified in writing by the Department of such changes.
- 15. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- 16. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and

shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The parties hereto may agree to terminate this Agreement for convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

17. Any and all matters or notices shall be delivered to the parties at the following addresses:

<u>Grantee</u>	<u>Department</u>
Brevard County Board of County Commissioners Attn: Doug Divers 2725 Judge Fran Jamieson Way Viera, Florida 32940 Telephone: (321) 633-2017 Facsimile: (321) 633-2029 Doug.divers@brevardcounty.us	Florida Department of Environmental Protection Attn: Grace Rivera 2600 Blair Stone Road, MS 4545 Tallahassee, FL 32399-2400 Telephone: (850) 245-8882 Facsimile: (850) 412-0550 Grace.rivera@dep.state.fl.us

18. The Department's Grant Manager is Grace Rivera, Environmental Manager, (850) 245-8882. The Grantee's Grant Manager is Doug Divers, (321) 633-2017. All matters shall be directed to the Grant Managers for appropriate action or disposition. Upon execution of this Agreement, the Grantee gives authority to the Grantee's Grant Manager shown above to execute Task Assignment Notification Forms and Task Assignment Change Order Forms.

19. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

20. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

21. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. A penalty of 8.3% of the current Task Assignment amount will be assessed for each year that shows insufficient record keeping.

22. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment H, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment H** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment H**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining

whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment I**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment I should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
23. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
24. A. The Grantee shall not subcontract, assign or transfer any work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
25. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

26. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
27. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, DEP 55-212, provided as Attachment F, and forward it along with the appropriate Payment Request Summary Form, to the Department's Grant Manager. The following terms shall apply:
 - A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of this Agreement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
 - D. The Grantee is authorized to purchase a vehicle, which cost shall not exceed the amount authorized in the executed Task Assignment by the Department, for use in performing the services described in Attachment A, Scope of Services. The Grantee must obtain written approval in advance of the vehicle type proposed for purchase and shall produce at least two (2) written quotes for comparable vehicles prior to the vehicle purchase being authorized by the Department.
 - E. The Grantee shall have title to and use of the vehicle, by its authorized employees only, for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.
 - F. The Grantee is responsible for maintaining the vehicle in accordance with the manufacturer required maintenance schedule and procedures to keep the vehicle in good operating condition. Maintenance records and files for the vehicle must be retained and are subject to inspection by the Department.
 - G. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles.
 - H. The Grantee is responsible for purchasing and maintaining a current State of Florida tag and registration for all vehicles purchased under this Agreement.
28. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
29. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
30. Land Acquisition is not authorized under the terms of this Agreement.

31. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Mary Bolin
Title* Mary Bolin, Chairman

[Signature]
Chief, Bureau of Petroleum Storage Systems

As approved by the Board on:

Date 12-11-09

Date 12/15/09

STATE OF FLORIDA
COUNTY OF BREVARD

FEID NO. 59-6000523

Date [Signature]
Grace Rivera, DEP Grant Manager

[Signature] This is to certify that the foregoing is a true and current copy of Agreement witness my hand and official seal this 18 day of December 2009

[Signature]
DEP Contracts Administrator

SCOTT ELLIS
Clerk Circuit Court D.C.

APPROVED as to form:
[Signature]
Brevard County Attorney

APPROVED as to form and legality:
[Signature]
DEP Attorney

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

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/Number	Description
Attachment	A	Scope of Services (4 Pages)
Attachment	B	Grant Definitions (2 Pages)
Attachment	C	Task Assignment Notification Form (1 Page)
Attachment	D	Task Assignment Change Order Form (1 Page)
Attachment	E	Task Assignment Calculation Spreadsheet (1 Page)
Attachment	F	Property Reporting Form (1 Page)
Attachment	G1	Instructions for Grant Invoice (1 Page)
Attachment	G2	Monthly Grant Invoice (1 Page)
Attachment	G3	Monthly Grant Invoice Cover Sheet Form (1 Page)
Attachment	G4	Site Report Spreadsheet Form (2 Pages)
Attachment	H	Special Audit Requirements (5 Pages)
Attachment	I	Certification of Applicability to Single Audit Act Reporting (1 Page)
Attachment	J	Administrative Performance Criteria (1 Page)
Attachment	K	Guidance Documents (1 Page)
Attachment	L	Local Cleanup Program Non Program Site Management Procedures (2 Pages)
Attachment	M	Local Program Petroleum Cleanup Grant Year End Financial Statement (1 Page)
Attachment	N	Local Program Petroleum Cleanup Grant Guidelines for Preparing Year End Financial Statement (2 Pages)

ATTACHMENT A
SCOPE OF SERVICES

1. The Grantee shall perform all necessary activities to bring a petroleum cleanup site to either No Further Action or Site Rehabilitation Completion Orders with or without conditions (NFA/NFAC or SRCO) within the most timely and cost efficient manner possible. The Grantee will be compensated based on a negotiated annual Agreement amount prorated over a twelve (12)-month period. Modifications to the Agreement amount can occur, when the number of managed sites increases or decreases by ten percent (10%) increments or fifteen (15) sites, whichever is less, at which time a Task Assignment Change Order will be issued. The Task Assignment must be fully executed to be eligible for additional compensation. Additional sites added during the course of the year will be prorated for the month the ten percent (10%) or fifteen (15) site threshold is reached and a Task Assignment Change Order is executed. The technical and administrative services shall be performed in accordance with applicable statutes, rules and written Department guidance including Sections 376.300, 376.3071, 376.3073 and 376.308, F.S. and Chapters 62-770, 62-771, and 62-777, F.A.C., and the Petroleum Cleanup Preapproval Program Standard Operating Procedures Manual (SOP). Ancillary services include, but are not limited to:
 - All necessary clerical and administrative duties, including, but not limited to:
 - maintenance of cleanup site files
 - typing
 - mailing
 - pre-indexing
 - document and performance tracking
 - processing time extension requests
 - processing preapproval invoices
 - site inspections
 - processing preapproval work orders
 - task assignments and change orders
 - review technical reports and addenda
 - completion of review checklists
 - information requests
 - Attend meetings;
 - Respond to public records requests;
 - Provide assistance to the public;
 - Data entry into STCM and PCT databases;
 - Timely forwarding documents to the DEP; and
 - Liaison with the DEP Contract Manager.
2. The DEP may assign other activities to the Grantee on an as needed basis. The Grantee shall perform technical reviews for non-program sites, perform special technical evaluations, or assist the DEP with certain administrative tasks as mutually agreed upon based upon the needs of the DEP and the availability and expertise of the Grantee.
3. The Grantee is required to meet Chapter 62-770, F.A.C., time frames for review of documents. If these time frames can not be met the Grantee shall contact the DEP Grant Manager immediately so that alternate arrangements can be made to have the documents timely reviewed.
4. Performance will be measured through the following administrative and technical reviews:
 - A. All database entries into the petroleum cleanup tracking databases (STCM/PCT) must be made within thirty (30) calendar days of activity as defined in **Attachment J, Administrative Performance Criteria**, Section 1. Originals or scanable copies of all documents and correspondence must be sent to the DEP central file within sixty (60) calendar days of receipt or initiation as described in Attachment J, Section 1. The performance measure for data entry into STCM/PCT and delivery of copies of all documents and correspondence to DEP files is ninety-

percent (90%) or greater. A review of twenty-five percent (25%), or a percentage at the Department's discretion, of the site files will be performed at least annually to determine the rating for Document Management.

- B. An Administrative Review of the processing of work orders and invoices will follow the same guidelines, as those required in the SOP. The Grantee must maintain a ninety- percent (90%) or greater rating (see Attachment J, Section 2). A review of twenty-five percent (25%), or a percentage at the Department's discretion, of the site files will be performed at least annually to determine the rating for the Administrative Review measures.
 - C. A Technical Review will be performed by DEP to ensure consistent application of DEP technical rules and policies. These Technical Reviews may be performed as often as deemed necessary by the DEP staff and the Grantee is required to perform in a proper and satisfactory manner as determined by DEP.
 - D. Failure of the Grantee to meet a rating of ninety-percent (90%) or greater on Document Management (see paragraph 4A of Attachment A), or a ninety-percent (90%) or greater rating on the Administrative Review (see paragraph 4B of Attachment A) measures could result in forfeiture of 10% of the Total Task Assignment amount. Continued non-performance by the Grantee shall result in the termination of this Agreement per paragraph 16 of this Agreement.
 - E. A pre-review and post-review interview will be performed by the Grant Manager with the Grantee. The Grantee shall have thirty (30) days to respond in writing to the review. The Grantee shall submit a satisfactory corrective action plan to the DEP Grant Manager, upon final notification by the DEP that the Grantee did not meet the standards, within sixty (60) days of notification.
5. The determination of the compensation rate per site is based on an estimate of the Environmental Specialist II (ES II) level spending forty (40) hours per site per year, the Professional Geologist licensed to practice in Florida pursuant to Chapter 492, F.S. ("PG"), and/or Professional Engineer licensed to practice in Florida pursuant to Chapter 471, F.S. ("PE") spending seven (7) hours per site per year; the clerical staff spending ten (10) hours per site per year; and the administrative staff spending twelve (12) hours per site per year as provided in the Multiplier Spreadsheet For Compensation Form (Attachment E). The personnel time for additional tasks will be negotiated on a task-by-task basis, and may be considered in the original Task Assignment or as a Change Order. For Grantees with fewer than one hundred eighty (180) sites, the number of hours of PE/PG time per site in the compensation formula will be adjusted such that at least one thousand two hundred fifty (1250) hours of PE/PG time (sixty percent (60%) of a PE/PG FTE) is committed to petroleum cleanup program activities annually. The Grantee is required, as a minimum, to have a PE employed by that Grantee available for petroleum cleanup program activities on a timely and routine daily basis. The bare labor multiplier to be applied to the total bare cost per site is 54.17%
6. Annual Travel and Vehicle Use – The Contract provides funds for travel expenses for a minimum of five (5) trips by the Grantee for training events or meetings with the Department during the fiscal year. Expenses for use of vehicles necessary to carry out the site cleanup oversight and management tasks within the scope of this Agreement are also authorized per calculation in the fee schedule, Attachment E. The annual travel and vehicle use are based upon the Department estimates.
7. Grantee Financial Management:
- A. During Task Assignment negotiations for this Agreement, the following information shall be provided. This information will be used to calculate the costs per site:
 - 1. Staff assigned to perform work under this Agreement identified by name and position, salary and fringe benefits and overhead;
 - 2. Assigned staff qualifications (degree, years of experience, license); and,
 - 3. Assigned staff duties outlined related to fulfilling this Agreement.

- B. The Grantee shall mail the Monthly Grant Invoice, to the Department Grant Manager, within seven (7) business days of the last day of the preceding month, including completed Attachments G2 through G4, for the previous month's services. Invoices received later than the date specified above, are subject to the availability of funding provided under this Agreement at the time the invoice is submitted. If funding supporting this Agreement has reverted, the Department shall not be obligated to pay the Grantee for the late invoice(s). The June invoice shall be received by the DEP no later than the end of the first business week of July.
- C. The Grantee is required to have a separate tracking system based on the state fiscal year (July 1 – June 30) for petroleum fund expenditures, or a methodology for tracking petroleum fund expenditures, which clearly shows incurred costs, encumbrances and balances so that the Department's Office of Inspector General (OIG) and Bureau of Petroleum Storage Systems (BPSS) reviews can be accomplished efficiently. The tracking system shall include, at a minimum:
- Assigned staff identified by name and position;
 - Itemized *Employee Payroll Report* for all assigned staff;
 - Report of all related travel expenses;
 - Inventory report of all equipment purchased for fulfillment of the Contract including costs or estimates and the assumptions made in developing those estimates;
 - Itemized report of all vehicle use and expenditures;
 - Incurred miscellaneous expenses; and
 - Report of monetary balances, if applicable.
- D. The Grantee shall provide a fiscal year-end financial report, **Attachment M, Local Program Petroleum Cleanup Grant Year End Financial Statement**, based upon the data from the tracking system described in paragraph 7. C. above so that any unspent grant funds can be identified and deficits can be reconciled. This report shall be provided to the DEP on or before September 30 for the previous fiscal year. Guidelines for preparing the year- end financial statement report are provided in Attachment N.

8. Preapproval Financial Management

- A. Petroleum cleanup Preapproval Services Change Order and Invoice (Preapproval Invoices) shall be date stamped upon receipt, and reviewed by the Grantee in accordance with the SOP within five (5) business days of receipt by the Grantee and forwarded to the DEP Grant Manager for further processing, via first class mail or guaranteed overnight delivery. DEP reserves the right to request hand delivery of any petroleum cleanup Preapproval Invoice not meeting the five (5) day time frame.
- B. The Department reserves the right to provide partial or full delegation of cost center administration for petroleum cleanup Preapproval Invoices. If the Grantee is given a delegation, the Grantee shall designate a central point of contact (POC) for review of petroleum cleanup Preapproval Invoices prior to mailing the Preapproval Invoices to the Department. The Department will continue to review final Preapproval Invoices and also conduct routine, random checks on delegated Preapproval Invoices.

9. Program Management

- A. The Grantee is required to have site managers assigned to all active sites, both eligible and ineligible.
- B. The Department will only pay for sites for which the Grantee has assigned a site manager; the site manager has contacted the consultant, and which are registered with a DEP Facility Identification number.
- C. The Grantee shall hire and retain a sufficient number of qualified staff to satisfactorily complete all the responsibilities included in this Agreement. The Grantee shall provide salary and benefits

commensurate with individual qualifications, work experience and professional certification(s) to ensure consistency and stability in the workforce.

- D. No site manager shall be assigned more than fifty (50) petroleum cleanup sites. PE's and PG's whose primary job is to review assessment reports and remedial action plans shall be assigned no more than twenty-five (25) petroleum cleanup sites in their capacity as a petroleum cleanup site manager. The Grantee can request higher site loads on a case by case basis.
- E. The Grantee shall ensure that all field inspections/visits are performed by qualified individuals and that they receive the health and safety training required to meet OSHA standards. Copies of inspection documents need to be pre indexed and sent to Department for scanning into the DEP file.
- F. The Grantee shall provide at least one staff member at DEP scheduled meetings and all scheduled teleconferences with DEP.
- G. The Grantee acknowledges receipt of the guidance documents as listed in Attachment K.
- H. If the Grantee does not have Significant Non-Compliance (SNC-A) contracts they shall forward to the appropriate DEP District Office personnel. Any non-eligible site where the responsible party/owner is not cooperating to cleanup the site. Such files that are being referred to the District for enforcement shall be organized and contain documentation as prescribed by the applicable District. Non-program site management shall be conducted in accordance with Attachment L.

10. Data Entry Procedures

The Grantee is responsible for accurate and timely updating of the STCM and PCT databases, to include site manager updates on reports in accordance with the performance criteria in Attachment J. The Department shall provide training on the use of the STCM and PCT databases on an as needed basis. The Grantee shall request in writing to the Department's Grant Manager the need for such training. The Department's Grant Manager shall schedule needed training at a mutually convenient time.

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ATTACHMENT B GRANT DEFINITIONS

The following terms are defined below for use in this Agreement:

Active Site: An active petroleum cleanup site is a site that is being actively managed by the county. A site is actively managed when the county is performing all necessary activities to bring the petroleum cleanup site to either No Further Action or Site Rehabilitation Completion with or without conditions. As such work orders to cleanup contractors, reviewing reports and processing invoices also constitute an active site. All technical and administrative services performed by the county need to be in accordance with Attachment A of the contract.

The Department will accept correspondence between the cleanup section of the county and the responsible party or his or her designee to verify that the county is actively working on a site. Such documentation may include:

- letters
- phone log records
- e-mail
- Fax facsimiles

The Facility ID number and Facility name need to be part of all correspondence. These documents need to part of the county cleanup site file and the Department site file.

Department Facility Identification Number (FAC ID#): a nine digit numbering system which assigns a separate number to each known registered Petroleum Contamination Site. This numbering system is generated by DEP.

Discharge Report Form (DRF): a form adopted by Chapter 62-761, F.A.C., which an owner or operator is required to fill out, complete and submit to DEP when a discharge occurs at their facility.

Eligible Petroleum Clean-up Grant Site (Eligible Site): a site that has been assigned a Department Facility Identification Number (FAC ID#), qualifies for IPTF funding and the Department has forwarded, to the county, the Contractor Designation Form (CDF) or the approval to initiate site cleanup.

Full Time Equivalent (FTE): employee(s) whose work hours total two thousand eighty (2080) per year.

Ineligible Petroleum Clean-up Contract Site (Ineligible Site): a site that has been assigned a Department Facility Identification number (FAC ID#), has a valid Discharge Report Form (DRF) on file, is ineligible for IPTF Funds, and is following Non-program Site Management Procedures (SMP), completing Numbers 1,2 and 3, of the SMP at a minimum.

Inland Protection Trust Fund (IPTF): the trust fund established by the Legislature which provides all funds for the petroleum prevention and cleans-up program established by Section 376.3071, F.S.

Involuntary Cleanup Site: a petroleum contaminated site that has an owner or responsible party who has been forced to clean up their site via a DEP or county enforcement action and which is an ineligible site.

No Further Action With or Without Conditions (NFA/NFAC): an order issued by the Department which declares that a petroleum contaminated site has attained target clean-up levels as stipulated by Chapter 62-770, F.A.C. with or without institutional or engineering controls.

Non-program: see Ineligible Site definition.

Non-program Site Management Procedure (SMP): see Attachment L.

Petroleum Cleanup Preapproval Program Standard Operating Procedures (SOP) Manual:

a procedures manual, published by the Bureau of Petroleum Storage Systems which provides specific information, guidance and procedures on the Petroleum cleanup program.

Petroleum Cleanup Site: any site currently being cleaned up in accordance with Chapter 62-770, F.A.C., procedures including non-program sites, voluntary cleanup sites, preapproval sites, and state cleanup sites.

Petroleum Contamination Tracking System (PCT): a DEP database that is used to keep track of information regarding petroleum contaminated sites.

Preapproval: as defined in Section 376.30711, F.S., and the Petroleum Cleanup Preapproval Program Standard Operating Procedures Manual (SOP – see definition above). Generally, all work conducted at an Eligible Site (see definition above) must be reviewed and approved by the site manager before work is conducted or costs incurred.

Professional Engineer (PE): an individual licensed to practice engineering in Florida pursuant to Chapter 471, F.S.

Professional Geologist (PG): an individual licensed to practice geology in Florida pursuant to Chapter 492, F.S.

Remedial Action Plans (RAPs): see Chapter 62-770, F.A.C.

Significant non-compliance (SNC): – refers to the violation types in the storage tank regulation section, provides three levels, A, B or Minor as follows:

- Significant Non-Compliance - A (SNC – A).
These violations are considered top priority due to their potential for harm to the environment. They are identified on the data entry/checklist by all capital letters and in bold print.
- Significant Non-Compliance - B (SNC – B).
These violations are considered high priority due to their potential for harm. They are identified on the data entry/checklist by bold print.
- Minor violation – (MIN).
These violations are considered low priority. They are identified by regular type font on the data entry/checklist.

Site Assessment Reports (SARs): reports, which provide site specific information on the horizontal and vertical extent of a petroleum contamination plume as required and defined by Chapter 62-770, F.A.C.

Site Rehabilitation Completion Orders (SRCOs): see definition for No Further Action with or without conditions.

State Cleanup Site: an eligible program site within the current funding score range for which the responsible party has not designated a preapproval contractor and is being worked on by a DEP state cleanup contractor or contractor state cleanup sub-contractor.

Storage Tank Contamination Monitoring (STCM): see definition for Petroleum Contamination Tracking System.

Voluntary Cleanup Site: an eligible program site with a priority score below the current funding range for which the responsible party is continuing site assessment and cleanup activities at his/her own expense.

Warning Letter: letter issued by the Grantee to a responsible party for a non-program site when the Site Rehabilitation Initiation (SRI) letter is not responded to within thirty (30) days or whenever 62-770 F.A.C. time frames for document submittal are not met.

ATTACHMENT D

TASK ASSIGNMENT CHANGE ORDER FORM

DEP Agreement Number: _____

Grantee Name: _____

Grantee Manager: _____

DEP Grant Manager: _____

Description of Change: (use additional pages if necessary)

Task Assignment Number: _____

Change Order Number: _____

Phone #: _____

Phone #: _____

CHANGE IN TASK AMOUNT

ITEM

Original task amount: _____

Task amount prior to this change order: _____

Net increase/decrease in task amount: _____

Task amount with all change orders: _____

CHANGE IN TASK TIME

ITEM

Original task due date: _____

Due date prior to this change order: _____

Net increase/decrease in task period: _____

Due date with all change orders: _____

Organization Code	E.O.	Object Code	Module	Category	Fiscal Year	GAA Line Item #	Budget Representative Approval

DEP Grant Manager _____ Date _____

Cost Center Administrator _____ Date _____

Bureau Chief _____ 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

ATTACHMENT F
PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0478
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades** under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (Identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager: _____ Date: _____
---------------------	---

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

**ATTACHMENT G1
INSTRUCTIONS FOR MONTHLY GRANT INVOICE**

A status report detailing all activities conducted under this Agreement, shall accompany the Monthly Grant Invoice form included as part of this attachment. The Monthly Grant Invoice must include the following documentation:

- I. The *Monthly Grant Invoice* form (Attachment G2) which must be completely filled out.
- II. The *Monthly Grant Invoice Cover Sheet* form (Attachment G3) which provides a summary of the total number of sites managed in the following categories:
 - A. Number of sites actively administered under the Preapproval Program (PA)
 - B. Number of sites actively administered under the State Cleanup Program (SCU)
 - C. Number of sites actively administered under the Preapproved Advance Cleanup Program (PAC);
 - D. Number of sites actively administered under the Petroleum Cleanup Participation Program (PCPP);
 - E. Number of sites actively administered under the Pay for Performance Program (PFP);
 - F. Number of sites actively administered under the Free Product Recovery Initiative (FP);
 - G. Number of sites actively administered under the Voluntary Cleanup category (VC);
 - H. Total number of sites actively administered under the Non-Program category (NP):
 1. Number of Sites issued Warning Letters (WL);
 2. Number of Sites referred to the District for Enforcement (ENF);
 - I. Number of sites that received No Further Action Status (NFA), No Further Action with Conditions Agreement (NFAC), Site Rehabilitation's Completion Order (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement.
- III. The *Site Report Spreadsheet* form (Attachment G4) which details all activities conducted under this Agreement for each site managed, and shall include the following information:

Facility Identification Number
Site Name
Site Manager Name
Cleanup Phase
Comments / Status of Site

The information for each of these sites must then be subdivided into the following categories:

- A. Preapproval Program, (PA)
 - B. State Cleanup Program, (SCU)
 - C. Preapproved Advance Cleanup Program, (PAC)
 - D. Petroleum Cleanup Participation Program, (PCPP)
 - E. Pay for Performance Program, (PFP)
 - F. Free Product Recovery Initiative, (FP)
 - G. Voluntary Cleanup category, (VC)
 - H. Non-Program category, (NP)
 - I. Non-Program Sites Issued Warning Letters (WL)
 - J. Non-Program Sites referred to the District for Enforcement (ENF)
 - K. No Further Action Status, (NFA), No Further Action with Conditions Agreement, (NFAC), Site Rehabilitation's Completion Order, (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement
- The Grantee must submit an original invoice package by mail and also send the information by electronic mail to the DEP Grant Manager.

MONTHLY GRANT INVOICE

Invoice No.	DEP Agreement No.	Task No.	Date	Period of Service
Site Name, City, County _____				

Grantee: FEID No. _____ Telephone: _____ Grant Manager: _____	Bill To: Department of Environmental Protection Bureau of Petroleum Storage Systems 2600 Blair Stone Road Tallahassee, FL 32399-2400
---	---

Grantee Use: _____

Fee Schedule Price:

1. Agreement Task Amount.....	\$ _____
2. Less Previously Invoiced.....	\$ _____
3. Invoice Total.....	\$ _____

DEP Use:

1. Date Invoice Received _____
2. Date(s) Services Rendered _____
3. Date Services Approved _____
4. Performance Certified Satisfactory _____

_____ Grant Manager Signature	_____ Date
----------------------------------	---------------

5. Approval

_____ Cost Center Administrator Signature	_____ Date
--	---------------

6. Final Invoice: YES NO
7. If Final Invoice:

_____ Bureau Chief Level or Higher Signature	_____ Date
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**ATTACHMENT G3
MONTHLY GRANT INVOICE COVER SHEET FORM**

Grantee Name: _____

Date: _____

Task Assignment Number: _____

Total Sites Assigned to Grantee according to Task Assignment: _____

Invoice Period: From _____ To _____

Sites Reported in Previous Invoices: _____

	Number of Sites
Sites for Current Task and Month	_____
A. Preapproval Program (PA) Sites	_____
B. State Cleanup Program (SCU) Sites	_____
C. Preapproval Advance Cleanup Program (PAC) Sites	_____
D. Petroleum Cleanup Preapproval Program (PCPP) Sites	_____
E. Pay For Performance Program (PFP) Sites	_____
F. Free Product Recovery Initiative (FP) Sites	_____
G. Voluntary Cleanup (VC) Sites	_____
H. Total Non-Program (NP) Sites	_____
A. Sites Issued Warning Letters (WL)	_____
B. Sites referred to the District for Enforcement (ENF)	_____
I. No Further Action (NFA) with/without Conditions/Site Rehabilitation Completion Order (SRCO) with/without Conditions	_____
TOTAL ACTIVE SITES WORKED ON	_____

- The Grantee must submit an original invoice package by mail and also send the information by electronic mail to the DEP Grant Manager.
- ** Attach backup for each category above.
- *** For Site to count Site Manager's name must be in PCT and consultant MUST have been contacted.

**ATTACHMENT G4
 Site Report Spreadsheet Form**

* Program Name	Facility ID No.	Site Name	Site Manager	Cleanup Phase (SR, SA, RA, NA, SC)	Comments / Status of Site
A. Preapproval Sites (PA)	1				
	2				
B. State Cleanup Sites (SCU)	1				
	2				
C. Preapproval Advance Cleanup (PAC) Sites	1				
	2				
D. Preapproval Cleanup Participation (PCPP) Sites	1				
	2				
E. Pay For Performance (PFP) Sites	1				
	2				
F. Free Product Recovery Sites (FP)	1				
	2				

**ATTACHMENT G4
 Site Report Spreadsheet Form**

* Program Name	Facility ID No.	Site Name	Site Manager	Cleanup Phase (SR, SA, RA, NA, SC)	Comments / Status of Site
G. Voluntary Cleanup Sites (VC)	1				
	2				
H. Non-Program Sites (NP)	1				
	2				
I. No Further Action (NFA) or Site Rehabilitation Completion Order (SRCO)	1				
	2				
J. Warning Letters Issued (WL)	1				
	2				
K. Sites Referred to the District For Enforcement (ENF)	1				
	2				

* Organize by Facility ID within each category

** The Grantee must submit an original invoice package by mail and also send the information by electronic mail to the DEP Grant Manager.

ATTACHMENT H

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
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. #####	2009-2010	37.024	Petroleum Site Contamination	\$	057888

Total Award					\$
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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.

ATTACHMENT I

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee's Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection

CSFA# CFDA# DEP GRANT AGREEMENT NUMBER

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct:

Name

Date

Title

ATTACHMENT J

ADMINISTRATIVE PERFORMANCE CRITERIA

Local Program Counties: Brevard and Indian River

The performance evaluation of the Local Program Agreement will be based on a composite of the following two (2) areas of responsibility.

1. Data entry into the Petroleum Contamination Tracking (PCT) databases and delivery of copies of all documents and correspondence to DEP files.
 - a. A site manager name must be entered into the PCT after receiving the Contractor Designation Form (CDF) from the Department.
 - b. All data entry must be done within thirty (30) calendar days of receipt of information or approval of a document by the Grantee.
 - c. Originals or scanable copies of all documents and correspondence must be sent to the DEP central file within sixty (60) calendar days of receipt or initiation. All correspondence or documents pertaining to a site need to include the DEP Facility ID number.
 - d. The Grantee shall ensure that a DEP Facility ID number has been assigned prior to beginning work. Monthly Grant Invoices will not be accepted for non-registered sites.

2. Program and Non-Program Timeliness
 - a. For Program sites, send a letter requesting a proposal from the consultant within two (2) weeks of receiving Contractor Designation Form from the Department. For Non-Program sites the site manager's name must be entered in PCT and a letter sent to the responsible party requesting compliance with Chapter 62-770, F.A.C., in accordance with Attachment L.
 - b. Initiate Work Order negotiation within two (2) weeks of receipt of a work order proposal.
 - c. Prepare or Negotiate Change Order within two (2) weeks of a change order proposal request.
 - d. Process and forward to the Department within five (5) days of receipt by the contractor of any cleanup preapproval invoice.
 - e. Review of deliverables and response to applicable parties, such as CARs, RAPs, O&M status reports initiated within the timeframes established in 62-770, F.A.C.
 - f. Review of deliverables and responses to applicable parties not addressed in 62-770, F.A.C., shall be conducted within sixty (60) days of receipt.

ATTACHMENT K GUIDANCE DOCUMENTS

Guidance Documents, Procedures, Memos include but are not limited too:

Petroleum Cleanup Preapproval Program Standard Operating Procedures
Chapter 62-770 F.A.C. Petroleum Contamination Site Cleanup Criteria
Contractor Designation/Point of Contact Designation
Petroleum Cleanup Preapproval Program Templates
Free Product Recovery Initiative
Guidance on Site Assessment and Supplemental Assessment Report Preparation for Petroleum Preapproval Sites
New Soil Sampling Procedures and Recommended EPA Methods (per USEPA SW-846)
Interim Guidance for Laboratory Analyses of Soil Samples for Petroleum Contamination Site Assessments
Chapter 62-770, F.A.C. Table IV Interpretation
Chapter 62-770, F.A.C., Analytical Methods For Liquid Samples
Some Points To Consider During Evaluation of Analytical Data
Institutional Control Guidance Document
Monitoring Well Construction Specifications and Related Issues
Interested Parties Summary
Contamination Assessment Review Guidelines
Remedial Action Plan Guidelines: BPSS-1 through BPSS-11
Guidelines for Assessment and Source Removal of Petroleum Contaminated Soil

Manuals:

Petroleum Cleanup Preapproval Program Standard Operating Procedures
Guidance Manual for Review of Petroleum Remedial Action Plans
Development of Soil Cleanup Target Levels (SCTLs) For Chapter 62-777, F.A.C.
Matrix I – Key Model Information

Computer Disk Information

Order Letters
Injection Letters
Institutional Control Guidance Document
Invoice Return Letter
Site Access Form
Site Inspection Form
PE & PG Certification Forms
Site Assessment Summary
RAP Checklist
Utility Transfer
10% Spreadsheet
Well Sampling Spreadsheet
Regular Retainage Work Order
PUC Work Order
Template Cost Worksheet
Template Invoice
Verbal Authorization Form

NOTE: Documents and forms for the Petroleum Cleanup Program can also be found at the following Web Page address: <http://www.dep.state.fl.us/waste/categories/pcp/default.htm>

ATTACHMENT L

LOCAL CLEANUP PROGRAM NON PROGRAM SITE MANAGEMENT PROCEDURES (COUNTIES WITHOUT SIGNIFICANT NON-COMPLIANT (SNC-A) AGREEMENTS)

The following are procedures to be taken for management of ineligible sites by the Grantee. In order to assure and validate that these procedures are consistently followed, it will be necessary for the Grantee to establish a tracking system of the actions taken on ineligible sites and the dates those actions were taken.

1. Within ten (10) days of receipt of a new Discharge Report Form (DRF), send out Site Assessment Report (SAR) initiation letter
2. Within ten (10) days following due date for Site Assessment Report (SAR) initiation confirmation letter, send follow up letter if confirmation letter is not received.
3. If a response to follow up letter is not received within ten (10) days of due date, refer site to the DEP District for enforcement action.
4. Track due date for SAR and if SAR is not received by the due date (two hundred seventy (270) days after letter (SAR initiation letter), send out warning letter within ten (10) days.
5. If the warning letter on SAR due date is not responded to within ten (10) days, refer site to the DEP District for enforcement action.
6. Review SAR within sixty (60) days of receipt, approve or issue comments, and record dates of receipt and comments or approval. Track due date for SAR Addendum if applicable.

If applicable, review SAR Addendum within sixty (60) days of receipt.

7. Record date of SAR Approval letter. If applicable track due date for Remedial Action Plan (RAP) (ninety (90) days after SAR approval date) and issue warning letter within ten (10) days of due date if the RAP is not received.
8. Review RAP within sixty (60) days of receipt and issue comments or RAP Approval Order. Track due date for RAP Addendum if applicable.

If applicable, review RAP Addendum within sixty (60) days of receipt and issue comments or Approval Order.

9. Record date of RAP Approval and due date for system startup (one hundred twenty (120) days from RAP approval date).
10. Review status reports within thirty (30) days of receipt and issue comments or acceptance letter. Record dates of receipt and comments or approval.
11. Review RAP Modification proposals within sixty (60) days of receipt and issue approval or comments. Record dates of receipt and comments or approval.
12. Review post-remediation monitoring proposal within sixty (60) days of receipt and issue comments or approval. Record dates of receipt and comments or approval.
13. Review Site Rehabilitation Completion Order SRCO within sixty (60) days of receipt and issue comments or SRCO Order. Record dates of receipt and comments or approval.

**ATTACHMENT M
LOCAL PROGRAM PETROLEUM CLEANUP AGREEMENT**

YEAR END FINANCIAL STATEMENT

This Statement is due by September 30th of each year for the preceding State fiscal year (July 1st – June 30th)
Provide Actual amounts NOT budget amounts

SECTION I

Grantee Name: _____

DEP Agreement No.: _____ Task Assignment Number: _____

Statement Preparation Date: _____

Year (or period) Covered by Report: July 1, _____ thru June 30, _____

SECTION II – INCOME

1.	Beginning Balance from prior year (carry forward)		\$
2.	Funds received from DEP	(for Task listed above)	\$
3.	Invoices submitted not yet paid	(for Task listed above)	\$
4.	Total received and due from DEP	(total lines 2 & 3)	\$
5.	Total Income and carry forward	(total lines 1 & 4)	\$

SECTION III – EXPENSES (For Task listed above)

6.	Salary and Benefits		\$
7.	Travel		\$
8.	Equipment Purchased		\$
9.	Vehicle Expenses		\$
10.	All other Expenditures		\$
11.	Total Expense for the reporting period listed above	(total lines 6 thru 10)	\$

SECTION IV – RECAP

12.	Total income for Task Assignment year	(line 4)	\$
13.	Total expenses for Task Assignment year	(line 11)	\$
14.	Current year Task Assignment balance	(line 4 – line 11)	\$
15.	Total income	(line 5)	\$
16.	Total expense	(line 11)	\$
17.	FUNDS BALANCE	(line 5 – line 11)	\$
18.	Carry forward to next Task Assignment	(if line 17 > 0)	\$

- Do not carry forward negative balances.
- Attach plan and schedule for use of Funds if balance (line 17) is more than ___% of Line 4.
- Section 376.3071, F.S. prohibits the use of Inland Protection Trust Fund monies for purposes other than those specified in that section.

Printed name: _____

Signature: _____ Title*: _____ Date: _____

*Should be signed by the Grantee's Chief Financial Officer

**ATTACHMENT N
LOCAL PROGRAM PETROLEUM CLEANUP AGREEMENT**

GUIDELINES FOR PREPARING YEAR END FINANCIAL STATEMENT

The following guidelines were developed to serve as a convenient reference to those responsible for preparing the Annual Fiscal Year End Financial Report as required by Attachment A, paragraph 7.D of this Agreement.

Before completed financial reports are submitted, each line item on the current and previous reports should be compared for consistency and reviewed for accuracy. If a previous report had an incorrect entry(ies), an amended financial report must also be submitted.

SECTION I

Enter the DEP Agreement Number and the task assignment number.

Enter the date the financial report was prepared, and the period covered by the report. If the period covered is not a full year, cross out the inappropriate months and enter the correct dates. This would usually only apply to the first year of the Agreement if the signing had not occurred on or before July 1. If the Agreement were ended prior to expiration, it may be necessary to cross out the ending month of June 30.

SECTION II- PAYMENTS

Section II includes all payments from the Department of Environmental Protection (DEP) for the Agreement's task period as noted in Section I.

Line 1. The amount entered on this line should be equal to the carry forward balance (Section IV Line 14) from the previous financial report. If it does not, provide an explanation unless the prior balance was a negative number, in which case no explanation is necessary. If the report is for the first Task Assignment of a new Agreement, the amount would usually be zero (0). If there is a carry forward from a previous Agreement, enter that amount and provide an explanation. The explanation should include any agreement for the carry forward, together with a plan for the use of the carry forward funds. Any plan should include expected execution dates. Do not enter a negative balance on this line. If the previous report balance is negative or zero, enter a zero (0).

Line 2. Enter the amount of funds invoiced and paid by DEP for the Task Assignment identified in Section I.

Line 3. Enter the amount of funds invoiced but not yet paid by DEP for the Task Assignment identified in Section I.

Line 4. Total lines 2 and 3. The amount on this line should equal the amount of the Task Assignment. If it does not, provide an explanation.

Line 5. Total lines 1 and 4.

SECTION III - EXPENSES

Section III includes all expenses related to work for the Agreement's Task Assignment identified in Section I. Retain supporting expense documentation for audit verification.

Line 6. Enter the total of salaries, wages, and benefits paid for work related to the Task Assignment identified in Section I. Include full time employees, part time employees, and any pro-rated amounts for executive and support functions that are charged to this Agreement.

Line 7. Enter the total amount spent for travel expense related to the Task Assignment identified in Section I. Include vehicle expense related to travel for meetings and training but not routine travel or maintenance.

Line 8. Enter the total amount for purchases of equipment or vehicles, when the cost is equal to or greater than \$1,000.00, and is related to the Task Assignment identified in Section I. Keep a list of equipment for audit verification. If the purchase is capitalized and depreciated over time, enter the year's depreciation charge and provide a copy of **Attachment F, Property Reporting Form**, or an explanation that includes the name of the equipment, the amount of purchase, serial or identifying numbers or marks, the depreciation method, and expected life of the equipment.

Line 9. Enter the total of vehicle expenses not already entered on Line 7. This includes fuel, maintenance and repairs that are related to meetings and training but not routine travel or maintenance.

Line 10. Enter all other expenses incurred for work related to the task identified in Section I, and not entered on any other line of this report. Include **INDIRECT COSTS**. Indirect costs are defined as costs not directly associated with the Task Assignment work, but are necessary for ongoing work related to the Agreement. For example: rent, utilities, oversight by executive management, personnel, and accounting. There should be a cost allocation plan that identifies what these costs will be and how they are calculated. The Department may request a copy of this plan for verification.

Line 11. Total lines 6 through 10.

SECTION IV-RECAP

Line 12. Enter the amount shown on line 4, Section II.

Line 13. Enter the amount shown on line 11, Section III.

Line 14. Subtract line 13 from line 12 and enter the result on line 14.

Line 15. Enter the amount shown on line 5, Section II.

Line 16. Enter the amount shown on line 11, Section III.

Line 17. Enter the balance after subtracting line 13 from line 12. If this amount is more than 10% of funds received and due from DEP as reported on Line 4, provide a plan for the usage of the funds, and estimate when the usage will occur.

SECTION V

Printed name and signature of the person responsible for the submission of the financial report.

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AGREEMENT NO. S0478
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 9th day of December, 2009, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS (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 Martin, Okeechobee, and St. Lucie counties and the Grantee has agreed to provide the services; and,

WHEREAS, the Grantee has requested a time extension in order to complete petroleum contamination site cleanup related services as retained by the Department; and,

WHEREAS, several references in the Agreement and Attachments need to be replaced and other minor changes are necessary; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

All references in the Agreement and Attachments to the following are hereby replaced:

- Jed 16/10/10*
- "Chapter 62-770" is replaced with Chapter "62-780"
 - "Bureau of Petroleum Storage Systems" (BPSS) is replaced with "Petroleum Restoration Program" (PRP)
 - "Preapproval Program" is replace with "Petroleum Restoration Program"
 - "work orders" is replaced with "purchase orders/task assignments"
 - "Preapproval Advance Cleanup Program" (PAC) is replaced with "Advance Cleanup Program"
 - "Preapproval", other than "Preapproval Program", is replaced with "Competitive Procurement"
- Brevard,
Indian River,*

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

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

-- Paragraph I.5. is hereby deleted in its entirety and replaced with the following:

The Grantee and its subcontractors are responsible for ensuring that all petroleum contamination site cleanup work conducted in Brevard, Indian River, Martin, Okeechobee, and St. Lucie counties follows all rules and procedures established by the Department's Environmental Assessment Section, except as modified or directed by the Petroleum Restoration Program.

-- Paragraph I.7. is hereby revised to change the completion date of this Agreement to June 30, 2016.

-- The first sentence of Paragraph IV.14 is hereby deleted in its entirety and replaced with the following:

All services performed by the Grantee shall be in accordance with applicable statutes, and rules including Section 376.301 through 376.308, F.S. and Chapters, 62-771, 62-772, 62-777 and 62-780, F.A.C. and written Department guidance, provided as Attachment K-1, Revised Guidance Documents.

-- Attachment A, Scope of Services, Paragraph 1 is hereby revised to include 62.772, F.A.C. as a reference for applicable statutes, rules and written Department guidance.

- Attachment B, Grant Definitions, is hereby deleted in its entirety and replaced with **Attachment B-1, Grant Definitions Revised**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment B shall hereinafter refer to **Attachment B-1, Grant Definitions Revised**.
- **Attachment G1, Instructions for Monthly Grant Invoice**, Page 1 of 1 is hereby deleted in its entirety and replaced with **Attachment G-1, Instructions for Monthly Grant Invoice Revised**, Page 1 of 1 attached hereto and made a part of the Agreement.
- **Attachment K, Guidance Documents**, Page 1 of 1 is hereby deleted in its entirety and replaced with **Attachment K-1, Guidance Documents Revised**, Page 1 of 1 attached hereto and made a part of the Agreement.

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

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

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
Title: _____

By: _____
Secretary or Designee

Date: 6/30/15

Date: _____

FEID NO. 59-6000523

[Signature]
Brevard County, County Clerk Scott Ellis

Susan Fields, DEP Grant Manager

Reviewed for legal content and form:
APPROVED as to form:
[Signature]
Brevard County Attorney

[Signature]
DEP Contracts Administrator

Approved as to form and legality:
[Signature]
DEP Attorney

Approved by Board 7-21-15

*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.

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/Number	Description (include number of pages)
Attachment	B-1	Grant Definitions Revised (2 Pages)
Attachment	G-1	Instructions for Monthly Grant Invoice Revised (1 Page)
Attachment	K-1	Guidance Documents Revised (1 Page)

ATTACHMENT B-1 GRANT DEFINITIONS REVISED

The following terms are defined below for use in this Agreement:

Active Site: An active petroleum cleanup site is a site that is being actively managed by the county. A site is actively managed when the county is performing all necessary activities to bring the petroleum cleanup site to either No Further Action or Site Rehabilitation Completion with or without conditions. As such purchase orders/task assignments to cleanup contractors, reviewing reports and processing invoices also constitute an active site. All technical and administrative services performed by the county need to be in accordance with Attachment A of the contract.

The Department will accept correspondence between the cleanup section of the county and the responsible party or his or her designee to verify that the county is actively working on a site. Such documentation may include:

- letters
- phone log records
- e-mail
- Fax facsimiles

The Facility ID number and Facility name need to be part of all correspondence. These documents need to part of the county cleanup site file and the Department site file.

Department Facility Identification Number (FAC ID#): a nine digit numbering system which assigns a separate number to each known registered Petroleum Contamination Site. This numbering system is generated by DEP.

Discharge Report Form (DRF): a form adopted by Chapter 62-761, F.A.C., which an owner or operator is required to fill out, complete and submit to DEP when a discharge occurs at their facility.

Eligible Petroleum Clean-up Grant Site (Eligible Site): a site that has been assigned a Department Facility Identification Number (FAC ID#), qualifies for IPTF funding and the Department has forwarded, to the county, the Contractor Designation Form (CDF) or the approval to initiate site cleanup.

Full Time Equivalent (FTE): employee(s) whose work hours total two thousand eighty (2080) per year.

Ineligible Petroleum Clean-up Contract Site (Ineligible Site): a site that has been assigned a Department Facility Identification number (FAC ID#), has a valid Discharge Report Form (DRF) on file, is ineligible for IPTF Funds, and is following Non-program Site Management Procedures (SMP), completing Numbers 1,2 and 3, of the SMP at a minimum.

Inland Protection Trust Fund (IPTF): the trust fund established by the Legislature which provides all funds for the petroleum prevention and cleans-up program established by Section 376.3071, F.S.

Involuntary Cleanup Site: a petroleum contaminated site that has an owner or responsible party who has been forced to clean up their site via a DEP or county enforcement action and which is an ineligible site.

No Further Action With or Without Conditions (NFA/NFAC): an order issued by the Department which declares that a petroleum contaminated site has attained target clean-up levels as stipulated by Chapter 62-780, F.A.C. with or without institutional or engineering controls.

Non-program: see Ineligible Site definition.

Non-program Site Management Procedure (SMP): see Attachment L.

Petroleum Cleanup Preapproval Program Standard Operating Procedures (SOP) Manual:

a procedures manual, published by the Petroleum Restoration Program which provides specific information, guidance and procedures on the Petroleum cleanup program.

Petroleum Cleanup Site: any site currently being cleaned up in accordance with Chapter 62-780, F.A.C., procedures including non-program sites, voluntary cleanup sites, competitive procurement sites, and state cleanup sites.

Petroleum Contamination Tracking System (PCT): a DEP database that is used to keep track of information regarding petroleum contaminated sites.

Competitive Procurement: When contracting for site rehabilitation activities performed under the Petroleum Restoration Program, the Department shall comply with competitive procurement requirements provided in Chapter 287, F.S. or administrative rules adopted under Sections 376.3071(6) or 287.0595, F.S.

Professional Engineer (PE): an individual licensed to practice engineering in Florida pursuant to Chapter 471, F.S.

Professional Geologist (PG): an individual licensed to practice geology in Florida pursuant to Chapter 492, F.S.

Remedial Action Plans (RAPs): see Chapter 62-780, F.A.C.

Significant non-compliance (SNC): – refers to the violation types in the storage tank regulation section, provides three levels, A, B or Minor as follows:

- Significant Non-Compliance - A (SNC – A).
These violations are considered top priority due to their potential for harm to the environment. They are identified on the data entry/checklist by all capital letters and in bold print.
- Significant Non-Compliance - B (SNC – B).
These violations are considered high priority due to their potential for harm. They are identified on the data entry/checklist by bold print.
- Minor violation – (MIN).
These violations are considered low priority. They are identified by regular type font on the data entry/checklist.

Site Assessment Reports (SARs): reports, which provide site specific information on the horizontal and vertical extent of a petroleum contamination plume as required and defined by Chapter 62-780, F.A.C.

Site Rehabilitation Completion Orders (SRCOs): see definition for No Further Action with or without conditions.

State Cleanup Site: an eligible program site within the current funding score range for which the responsible party has not designated a competitive procurement contractor and is being worked on by a DEP state cleanup contractor or contractor state cleanup sub-contractor.

Storage Tank Contamination Monitoring (STCM): see definition for Petroleum Contamination Tracking System.

Voluntary Cleanup Site: an eligible program site with a priority score below the current funding range for which the responsible party is continuing site assessment and cleanup activities at his/her own expense.

Warning Letter: letter issued by the Grantee to a responsible party for a non-program site when the Site Rehabilitation Initiation (SRI) letter is not responded to within thirty (30) days or whenever 62-780 F.A.C. time frames for document submittal are not met.

ATTACHMENT G-1
INSTRUCTIONS FOR MONTHLY GRANT INVOICE REVISED

A status report detailing all activities conducted under this Agreement, shall accompany the Monthly Grant Invoice form included as part of this attachment. The Monthly Grant Invoice must include the following documentation:

- I. The *Monthly Grant Invoice* form (Attachment G2) which must be completely filled out.
- II. The *Monthly Grant Invoice Cover Sheet* form (Attachment G3) which provides a summary of the total number of sites managed in the following categories:
 - A. Number of sites actively administered under the Preapproval Program (PA)
 - B. Number of sites actively administered under the State Cleanup Program (SCU)
 - C. Number of sites actively administered under the Preapproved Advance Cleanup Program (PAC);
 - D. Number of sites actively administered under the Petroleum Cleanup Participation Program (PCPP);
 - E. Number of sites actively administered under the Pay for Performance Program (PFP);
 - F. Number of sites actively administered under the Free Product Recovery Initiative (FP);
 - G. Number of sites actively administered under the Voluntary Cleanup category (VC);
 - H. Total number of sites actively administered under the Non-Program category (NP):
 1. Number of Sites issued Warning Letters (WL);
 2. Number of Sites referred to the District for Enforcement (ENF);
 - I. Number of sites that received No Further Action Status (NFA), No Further Action with Conditions Agreement (NFAC), Site Rehabilitation's Completion Order (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement.
 - J. Number of sites actively administered under the Low Score Site Initiative (LSSI) and Low Score Assessment (LSA).
- III. The *Site Report Spreadsheet* form (Attachment G4) which details all activities conducted under this Agreement for each site managed, and shall include the following information:

Facility Identification Number
Site Name
Site Manager Name
Cleanup Phase
Comments / Status of Site

The information for each of these sites must then be subdivided into the following categories:

- A. Preapproval Program, (PA)
 - B. State Cleanup Program, (SCU)
 - C. Preapproved Advance Cleanup Program, (PAC)
 - D. Petroleum Cleanup Participation Program, (PCPP)
 - E. Pay for Performance Program, (PFP)
 - F. Free Product Recovery Initiative, (FP)
 - G. Voluntary Cleanup category, (VC)
 - H. Non-Program category, (NP)
 - I. Non-Program Sites Issued Warning Letters (WL)
 - J. Non-Program Sites referred to the District for Enforcement (ENF)
 - K. No Further Action Status, (NFA), No Further Action with Conditions Agreement, (NFAC), Site Rehabilitation's Completion Order, (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement
- The Grantee must submit an original invoice package by mail and also send the information by electronic mail to the DEP Grant Manager.

**ATTACHMENT K-1
GUIDANCE DOCUMENTS REVISED**

Guidance Documents, Procedures, Memos include but are not limited too:

Contractor Designation/Point of Contact Designation
Free Product Recovery Initiative
Guidance on Site Assessment and Supplemental Assessment Report Preparation for Petroleum Preapproval Sites
New Soil Sampling Procedures and Recommended EPA Methods (per USEPA SW-846)
Interim Guidance for Laboratory Analyses of Soil Samples for Petroleum Contamination Site Assessments
Some Points To Consider During Evaluation of Analytical Data
Institutional Control Guidance Document
Monitoring Well Construction Specifications and Related Issues
Interested Parties Summary
Contamination Assessment Review Guidelines
Remedial Action Plan Guidelines: BPSS-1 through BPSS-11
Guidelines for Assessment and Source Removal of Petroleum Contaminated Soil
All guidance documents listed in Chapter 62-780, F.A.C., as amended.

Manuals:

Guidance Manual for Review of Petroleum Remedial Action Plans
Development of Soil Cleanup Target Levels (SCTLs) For Chapter 62-777, F.A.C.
Matrix I – Key Model Information

Computer Disk Information

Order Letters
Injection Letters
Institutional Control Guidance Document
Invoice Return Letter
Site Access Form
Site Inspection Form
PE & PG Certification Forms
Site Assessment Summary
RAP Checklist
Utility Transfer
10% Spreadsheet
Well Sampling Spreadsheet
Template Cost Worksheet
Template Invoice
Verbal Authorization Form

NOTE: Documents and forms for the Petroleum Restoration Program can also be found at the following Web Page address: <http://www.dep.state.fl.us/waste/categories/pcp/default.htm>