

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20040609

1. REQUESTED MOTION:

ACTION REQUESTED: Execute Amendment No. 3 to Florida Department of Environmental Protection Contract No. GC570, Agreement for Storage Tank System Compliance Verification Program for Lee County. No additional funding is required.

WHY ACTION IS NECESSARY: All agreements and amendments thereto require approval by the Board of County Commissioners.

WHAT ACTION ACCOMPLISHES: Amends four (4) paragraphs of existing ten-year contract.

2. DEPARTMENTAL CATEGORY: 08
COMMISSION DISTRICT #: C-W

C8A

3. MEETING DATE: *06-01-2004*

4. AGENDA:

CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE _____
 ORDINANCE _____
 ADMIN. CODE _____
 OTHER Agreement

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER _____
 B. DEPARTMENT Public Works
 C. DIVISION Natural Resources
 BY: Roland E. Ottolini, P.E.

7. BACKGROUND:

On June 2, 1998, Lee County entered into a ten-year contract with the Florida Department of Environmental Protection to perform pollutant storage tank inspections in Lee County. Amendment No. 3 provides for a 5% penalty for failure to provide Statement of Revenue, Expenses and Fund Balance in a timely manner and an 8.3% penalty should Program Review result in a score of 75 or below indicating an unacceptable level of performance. Additionally, should the program fund balance exceed the current year Task Assignment amount, DEP requires a refund of those funds in excess of 10%. Guidance documents have also been revised.

Attachments: Two (2) Original DEP Contract No. GC570, Amendment No. 3

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services Risk				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> 5-12-04	<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i> 5/17/04	<i>[Signature]</i> 5-17-04	<i>[Signature]</i> 5/17/04	<i>[Signature]</i> 5/17/04	<i>[Signature]</i> 5/17/04	<i>[Signature]</i> 5-12-04

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
 Date: *5/14/04*
 Time: *9:30 pm*
 Forwarded To:
Co. Admin.
5/17/04

**RECEIVED BY
COUNTY ADMIN.**
5/17/04
11:40 AM
COUNTY ADMIN.
 FORWARDED TO:
5-18-04
2:15 pm

DEP CONTRACT NO. GC570
AMENDMENT NO. 3

THIS CONTRACT as entered into on the 2nd day of June, 1998, and amended on the 14th day of December, 1999, and on the 19th day of June, 2001, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and the LEE COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "CONTRACTOR") is hereby amended as follows:

-- Paragraph No. 16 of the CONTRACTOR RESPONSIBILITIES section is hereby replaced in its entirety with the following:

16. Provide a Statement of Revenue, Expenses and Fund Balance, utilizing Guidance Document I for the period of the executed Task Assignment within 45 days of payment of the final invoice. If the CONTRACTOR fails to timely provide a Statement of Revenue, Expenses and Fund Balance within the 45 day period, the CONTRACTOR 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 CONTRACTOR is still obligated to provide the Statement of Revenue, Expenses and Fund Balance to the DEP even if the CONTRACTOR provides this statement after the 45 day deadline and is assessed the five percent (5%) penalty.

-- Paragraph No. 20 of the CONTRACTOR RESPONSIBILITIES section is hereby replaced in its entirety with the following:

20. Acknowledge receipt of the following guidance documents:
 - a. Storage Tank Penalty Guidelines and Assessments Memo
 - b. Storage Tank Program Guidance Memo on Post Inspection Procedures
 - c. Pollutant Storage Tank Closure Assessment Requirements
 - d. Storage Tank and Contamination Monitoring System Guidelines
 - e. Storage Tank Facility Compliance Inspection Report Form and Database Entry Forms
 - f. Compliance Verification Program Local Program Review Form
 - g. Contractual Services Invoice
 - h. Level of Effort Memo
 - i. Guidance Document for Preparing Year End Financial Statements

The CONTRACTOR agrees that the services required under this Contract shall be performed in accordance with the above listed Guidance Documents and as those documents may be amended from time to time.

-- Paragraph No. 21 of the CONTRACTOR RESPONSIBILITIES section is hereby replaced in its entirety with the following:

21. The CONTRACTOR shall submit a satisfactory corrective action plan to the Task Manager upon notification of a score below seventy-five (75) on the Program Review within fourteen (14) calendar days of Notification of the score. Because a score below 75 reflects an unacceptable level of performance, if the CONTRACTOR receives a score below 75, a penalty of eight point three percent (8.3%) of the current Task Assignment amount will be assessed. The penalty amount will be subtracted from Invoice Number 12 in the current Task Assignment Year.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

-- The CONTRACTOR RESPONSIBILITIES section is hereby revised to include the following provision as paragraph no. 23:

23. If the CONTRACTOR's fund balance (see paragraph no. 16 above) amount exceeds its current year Task Assignment amount by ten percent (10%) or less, the CONTRACTOR may retain the surplus provided that such surplus must be used pursuant to the provisions of this Contract, the Task Assignment and Section 376.3071, F.S. If the CONTRACTOR's fund balance exceeds its current year Task Assignment amount by more than ten percent (10%), the CONTRACTOR shall refund to the DEP any and all amounts in excess of ten percent (10%) of the Task Assignment amount. However, if the CONTRACTOR submits to the DEP, with the Fund Balance Report (See paragraph 16 above), a written proposal to retain the funds that exceed the ten percent (10%) of the Task Assignment, the DEP at its sole discretion, will determine whether the CONTRACTOR may retain the funds that exceed the Task Assignment by more than ten percent (10%).

-- Guidance Document I, Guidelines for Preparing Year End Financial Statement, is attached hereto and made a part of the Contract.

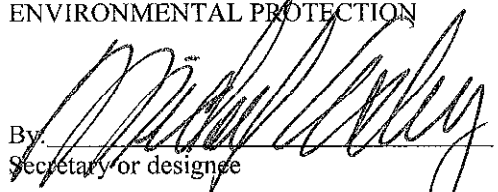
In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: _____

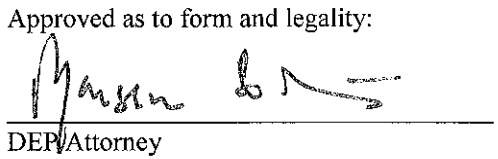
By: 
Secretary or designee

Date: _____

Date: 5-3-04


Marshall Mott-Smith, DEP Contract Manager


DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

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

<u>Specific Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Guidance Document	I	Guidelines for Preparing Year End Financial Statement (3 Pages)

GUIDANCE DOCUMENT I

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 paragraph 16 of the Compliance Contracts.

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 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 contract if the signing had not occurred on or before July 1. If the contract were ended prior to it's maturity, it may be necessary to cross out the ending month of June 30.

Enter the contract number and the task assignment number.

SECTION II

Section II includes all income from the Department of Environmental Protection (DEP) for the contract's task 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 contract, the amount would usually be zero (0). If there is a carry forward from a previous **contract**, 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 identified in Section I.

Line 3. Enter the amount of funds invoiced but not yet paid by DEP for the task 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

Section III includes all expenses related to work for the contract's task 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 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 contract.

Line 7. Enter the total amount spent for travel expense related to the task 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, when the cost is equal to or greater than \$1,000.00, and is related to the task 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, repairs, and insurance.

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 Contract. For example: rent, utilities, oversight by executive management, personnel, and accounting.

Line 11. Total lines 6 through 10.

SECTION IV

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 ___% 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.

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 paragraph 7. D of Clean-up contracts.

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 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 contract if the signing had not occurred on or before July 1. If the contract were ended prior to its maturity, it may be necessary to cross out the ending month of June 30.

Enter the contract number and the task assignment number.

SECTION II

Section II includes all income from the Department of Environmental Protection (DEP) for the contract's task 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 contract, the amount would usually be zero (0). If there is a carry forward from a previous **contract**, 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 identified in Section I.

Line 3. Enter the amount of funds invoiced but not yet paid by DEP for the task 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

Section III includes all expenses related to work for the contract's task 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 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 contract.

Line 7. Enter the total amount spent for travel expense related to the task 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, when the cost is equal to or greater than \$1,000.00, and is related to the task 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, repairs, and insurance.

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 Contract. For example: rent, utilities, oversight by executive management, personnel, and accounting.

Line 11. Total lines 6 through 10.

SECTION IV

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 ___% 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.

YEAR END FINANCIAL STATEMENT
(Contractor Name)

SECTION I

Statement Preparation date.....

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

Contract Number GC _____ Task Assignment Number _____.

SECTION II, INCOME

Line

- 1. Beginning Balance from prior year\$ _____
 - 2. Funds received from DEP.....\$ _____
 - 3. Invoices submitted not yet paid..... _____
 - 4. Total received and due from DEP.....\$ _____
 - 5. Total Income and carryforward from prior years.....\$ _____
-

SECTION III, EXPENSES

- 6. Salary and Benefits.....\$ _____
 - 7. Travel..... _____
 - 8. Equipment Purchased..... _____
 - 9. Vehicle Expenses..... _____
 - 10. All other Expenditures..... _____
 - 11. Total Expense for this contract, this fiscal year.....\$ _____
-

SECTION IV, RECAP

- 12. Total income for task year from line 4.....\$ _____
- 13. Total expenses for task year from line 11..... _____
- 14. Current year task balance.....\$ _____
- 15. Total income from line 5.....\$ _____
- 16. Total expense from line 11..... _____
- 17. FUNDS BALANCE (Carryforward to next Task Assignment).....\$ _____

- Do not carry forward negative balances.
 - Attach plan and schedule for use of Funds if balance is more than 10 % of Line 4, total received from DEP.
 - Section 376.3071, F.S. prohibits the use of Inland Protection Trust Fund monies for purposes other than those specified in that section.
-

SECTION V

Printed name _____

Signature _____ Title _____ Date _____

SECTION V

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

YEAR END FINANCIAL STATEMENT
(Contractor Name)

SECTION I

Statement Preparation date..... _____

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

Contract Number GC _____ Task Assignment Number _____.

SECTION II, INCOME

Line

1. Beginning Balance from prior year\$ _____

2. Funds received from DEP.....\$ _____

3. Invoices submitted not yet paid..... _____

4. Total received and due from DEP.....\$ _____

5. Total Income and carryforward from prior years.....\$ _____

SECTION III, EXPENSES

6. Salary and Benefits.....\$ _____

7. Travel..... _____

8. Equipment Purchased..... _____

9. Vehicle Expenses..... _____

10. All other Expenditures..... _____

11. Total Expense for this contract, this fiscal year.....\$ _____

SECTION IV, RECAP

12. Total income for task year from line 4.....\$ _____

13. Total expenses for task year from line 11..... _____

14. Current year task balance.....\$ _____

15. Total income from line 5.....\$ _____

16. Total expense from line 11..... _____

17. FUNDS BALANCE (Carryforward to next Task Assignment).....\$ _____

- Do not carry forward negative balances.
- Attach plan and schedule for use of Funds if balance is more than ___% of Line 4, total received from DEP.
- 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 _____