

**MEMORANDUM OF UNDERSTANDING  
FOR LABORATORY TESTING SERVICES**

This MEMORANDUM OF UNDERSTANDING FOR LABORATORY TESTING SERVICES (“MOU”) is made and entered into as of the last date of execution below, by and between the Orange County Utilities Department (“OCU”) and Orange County Planning, Environmental and Development Services Department (“PEDS”). In this MOU, OCU and PEDS may be individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, the OCU Water Division Central Laboratory (“OCUCL”) is accredited by the Florida Department of Health and adheres to The National Environmental Laboratory Accreditation Conference Institute Standards (“TNI Standards”), as updated or amended, for drinking water, non-potable water, and solid matrices, and has a primary mission to provide quality scientific services in support of Orange County’s operations; and

WHEREAS, the PEDS Environmental Protection Division (“EPD”) serves the community by conserving, protecting, and enhancing the environment for current and future generations so residents of Orange County and Central Florida may enjoy the air, land, and water resources that are vital for a healthy and rich quality of life; and

WHEREAS, EPD and the OCU Water Division entered into a Memorandum of Agreement on November 2, 2004 (“Original MOA”) defining the terms and conditions for the OCU Water Division to provide services to EPD, which allowed EPD to meet contractual and regulatory obligations; and

WHEREAS, the Original MOA will expire September 30, 2024, and OCU and PEDS desire to continue this mutually beneficial arrangement in accordance with this MOU and the services and terms as specified in the attached **Exhibit A** (“Services”).


NOW THEREFORE, in consideration of the forgoing recitals, the mutual agreement of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. INCORPORATION OF ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in this MOU are incorporated by reference.

3. MODIFICATION OF THE MOU. All amendments or modifications to this MOU shall be in writing and executed by the Parties in the same manner as this MOU, and shall be effective upon the latest date of execution by each Party.
4. SERVICES AND PAYMENT. All Services shall be performed, and payment shall be rendered, in accordance with Exhibit A.
  - a. The methods and cost assessed to perform analyses completed by OCUCL are listed in the attached *Attachment 1*.
  - b. For the term of this MOU, OCU will send an invoice to EPD for payment of the corresponding quarterly costs listed in the attached *Attachment 2* on the dates listed below:
    - i. October 10 for services performed October 1 through December 31;
    - ii. January 10 for services performed January 1 through March 31;
    - iii. April 10 for services performed April 1 through June 1; and
    - iv. July 10 for service performed July 1 through September 30.
  - c. Payment shall be made by EPD to OCU within 30 days upon receipt of invoice.
5. PERSONNEL. All Services herein performed by OCUCL and EPD, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized, or permitted under applicable state and local law to perform such Services.
6. TERM. This MOU will commence on October 1, 2024, and will terminate on September 30, 2029.


IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the dates set forth below.

Orange County Utilities Department

By:   
 Ed Torres, M.S., P.E., LEED AP  
 Department Director

Date: 8/27/24

Orange County Planning, Environmental  
 and Development Services Department

By:   
 Tanya Wilson  
 Department Director

Date: 8-28-24

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

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

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

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

Print Name: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. Background: The Original MOA transferred four EPD positions and EPD laboratory equipment to OCUCL and set forth the terms and conditions for OCUCL to perform analytical services for EPD, allowing EPD to meet contractual and regulatory obligations. EPD also requested, and OCUCL provided, analytical services for special projects in addition to those governed by the Original MOA. EPD paid OCUCL quarterly beginning in Fiscal Year 2005 for all OCUCL-rendered services. The starting rate for those services was \$210,000 for Fiscal Year 2005, and increased every October 1 by 3%.

2. Personnel

A. OCUCL will:

- 1) Provide personnel for the following positions and functions:
  - i. Laboratory Section Manager – Laboratory Manager/Technical Director responsible for day-to-day supervision of laboratory processes and results.
  - ii. Laboratory Senior Staff Scientist – Quality Assurance Officer/Technical Director responsible for coordinating and overseeing the Quality Assurance Program that ensures compliance with TNI Standards.
  - iii. Laboratory Senior Staff Scientist – overall Project Manager as well as Technical Director for Analytical Sections responsible for day-to-day supervision of the Microbiology, Metals, Organics, and Wet Chemistry sections within OCUCL.
  - iv. Laboratory Senior Staff Scientist – Technical Director responsible for supervision of sample custody.
  - v. Laboratory personnel necessary to perform analysis.
- 2) Communicate changes of OCUCL staff or responsibilities to the EPD Regulatory Compliance Program Coordinator.

B. EPD will:

- 1) Provide personnel for the following positions and functions:
  - i. Field Personnel – responsible for obtaining and delivering field samples to OCUCL.
  - ii. EPD Regulatory Compliance Program Coordinator – EPD liaison to OCU; responsible for receiving data from OCUCL.
- 2) Communicate changes of EPD staff or responsibilities to the OCUCL Laboratory Senior Staff Scientist serving as the Project Manager.

3. Equipment: OCUCL is in possession of the following item that was transferred from EPD to OCU in accordance with the Original MOA:

BCC PA#	Vendor	Item
938290	Fabulab	3' x 8' Table on Casters

All other equipment listed on Attachment A of the Original MOA was appropriately transferred to Orange County Property Accounting for sale or disposal.

4. Sample Delivery: EPD will deliver samples in a manner consistent with OCUCL practices using EPD Chain of Custody forms.

5. Analytical Services
  - A. OCUCL will perform analytical testing, quality control, and reporting for services listed in *Attachment 1*.
    - 1) OCUCL will meet Minimum Detection Limits (“MDL”) and method numbers required by the Florida Department of Environmental Protection in Class III water quality standards as identified in FAC 62-302, as amended (“Quality Standards”).
    - 2) The OCUCL Project Manager will inform EPD when a new MDL is used or if an existing MDL is updated.
    - 3) The OCUCL Project Manager will notify EPD immediately if analysis cannot be performed due to broken bottles, samples received beyond acceptable holding times, or malfunctioning instrumentation or equipment.
  - B. Samples associated with EPD projects entitled “X-Wekiva,” “X-Lead,” and “X-Fire Rescue” will be analyzed according to the methods listed in *Attachment 1* at no additional cost.
  - C. EPD requests for additional services for methods not listed on *Attachment 1* or in Section 5.B of this Exhibit A will be submitted to the OCUCL Project Manager for review. No additional fee will be assessed if the OCUCL Project Manager agrees to perform these additional services.
    - 1) Upon OCUCL approval of the request, EPD will complete EPD Chain of Custody forms as appropriate.
    - 2) OCUCL will meet MDLs and method numbers required by the Quality Standards.
6. Hours of Operation
  - A. OCUCL’s hours of operation are Monday through Friday from 7:00 a.m. to 5:00 p.m. Samples must be received from EPD by OCUCL before 4:30 p.m., Monday through Friday.
  - B. OCUCL will maintain minimal staffing to conduct routine and unexpected testing requests during observed Orange County holidays.
7. Public Health Threats or Emergencies: If EPD determines that a test or tests are required to respond to a public health emergency or threat, OCUCL will make every effort to process the samples within the time frames requested by EPD.
8. Analytical Results and Reporting
  - A. OCUCL will provide electronic lab reports (Certificate of Analysis) within four weeks of sample submittal by EPD.
  - B. OCUCL will provide analytical results each month in Electronic Data Dump format compatible with the Laboratory Information Management System used by EPD and OCUCL.
  - C. OCUCL will send all OCUCL data to the EPD contacts or other EDP staff as designated in Section 2.B of this Exhibit A and to the EPD Water Sciences Inbox ([epdwatersciences@ocfl.net](mailto:epdwatersciences@ocfl.net)).

**Attachment 1**  
Services Performed

<i>Method</i>	
1	EPA 180.1, Turbidity
2	EPA 200.7 ALL
3	EPA 200.8 ALL, ICP/MS
4	EPA 300.1, ALL
5	EPA 350.1, Ammonia (as N)
6	EPA 351.2, TKN (as N)
7	EPA 353.2, Nitrite (as N)
8	EPA 353.2, NOx (as N)
9	EPA 365.1, Ortho-Phosphorus, Auto
10	EPA 365.1, Total-Phosphorus, Filt.
11	EPA 365.1, Total-Phosphorus
12	SM2320B, Total Alkalinity
13	SM2340B, Hardness (as CaCO <sub>3</sub> )
14	SM2540B, Total Solids
15	SM2540C, TDS
16	SM2540D, TSS
17	SM5210B, BOD
18	SM5310C, TOC

**Attachment 2**  
Fee Schedule

<i>Year</i>	<i>Fiscal Year</i>	<i>Start Date</i>	<i>End Date</i>	<i>1st Quarter</i>	<i>2nd Quarter</i>	<i>3rd Quarter</i>	<i>4th Quarter</i>	<i>Total</i>
1	2024/2025	10/1/24	9/30/25	\$98,585.50	\$98,585.50	\$98,585.50	\$98,585.50	\$394,342.00
2	2025/2026	10/1/25	9/30/26	\$105,585.00	\$105,585.00	\$105,585.00	\$105,585.00	\$422,340.00
3	2026/2027	10/1/26	9/30/27	\$113,081.50	\$113,081.50	\$113,081.50	\$113,081.50	\$452,326.00
4	2027/2028	10/1/27	9/30/28	\$121,110.25	\$121,110.25	\$121,110.25	\$121,110.25	\$484,441.00
5	2028/2029	10/1/28	9/30/29	\$129,703.50	\$129,703.50	\$129,703.50	\$129,703.50	\$518,814.00