

ATTACHMENT 1

FM #243844-1-78-03
Page 1 of 18

Original Draft: 7/25/2019
Revised: 1/8/2020

Agency: Orange County	Fund: D Function: 215	Financial Management No.:
Vendor No.: F596000773011	Contract Amount: \$25,000.00	243844-1-78-03
Contract No: ASG53		FLAIR Approp: 088712
		FLAIR Obj.: 131545
		Org. Code: 55054030511

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY

This Agreement, made and entered into on 2/6/2020 | 9:02 AM EST, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and **ORANGE COUNTY**, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the Parties have been granted specific legislative authority to undertake the Project hereinafter described, and the DEPARTMENT has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 403.0885, Florida Statutes, to enter into this Agreement; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. 2020-M-01 dated the ___ day of JAN 28 2020, 2020, a copy of which is attached hereto as Exhibit "C" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five-Year Work Program, to undertake the Project described as the "National Pollutant Discharge Elimination System (NPDES) Permit FLS000011", which includes continuing participation in the LOCAL GOVERNMENT'S Watershed Atlas Project, Fiscal Year 2019/2020, said Project being known as FM #243844-1-78-03, hereinafter referred to as the "Project"; and

WHEREAS, the LOCAL GOVERNMENT and the DEPARTMENT desire to protect and promote the public health, safety and general welfare through the implementation of a water quality monitoring program, public education program, and solicitation of public input for identification of illicit discharges, to satisfy requirements of the DEPARTMENT and the LOCAL GOVERNMENT'S Project; and

WHEREAS, the LOCAL GOVERNMENT and the DEPARTMENT desire to maintain and assist in the improvement of water quality and to preserve and enhance the environmental quality of receiving waters; and

WHEREAS, pursuant to the Federal Clean Water Act (CWA), Section 402(p)(2), certain political entities are required to implement storm water management programs within certain time frames; and

WHEREAS, pursuant to the Clean Water Act requirements, the United States Environmental Protection Agency (EPA) has developed regulations under the National Pollutant Discharge Elimination System (NPDES) permit program published as Part 40 of the Code of Federal Regulations (C.F.R.) Section 122.26 on November 16, 1990, 55 FR 48063; and

WHEREAS, Section 402(p)(2) of the CWA provides that storm water permits be required for large and medium municipal separate storm sewer systems, determined from the 1990 census, and Appendix 1 to Section 122 designates the LOCAL GOVERNMENT as a medium municipal separate storm sewer system; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five-Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. **PURPOSE OF AGREEMENT**

A. The purpose of this Agreement is to provide funds to the LOCAL GOVERNMENT (Orange County Environmental Protection Division/Water Sciences), to share

in the costs associated with the Watershed Atlas Project, which will include a water quality monitoring program, a public education program, and solicitation of public input for identification of illicit discharges, to satisfy requirements of the DEPARTMENT and Co-Permittees Municipal Separate Storm Sewer System (MS4) NPDES permit FLS000011. The DEPARTMENT has determined that this Project is in the best interests of the DEPARTMENT. Said Project is further described in Exhibit "A", Scope of Services attached hereto and by this reference made a part hereof. The further purpose of this Agreement is for the DEPARTMENT to participate financially, state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by October 31, 2024. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall commence and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, and in accordance with the provisions hereof, and otherwise the LOCAL GOVERNMENT shall perform all other necessary work to complete the Project, as specified in Exhibit "A", Scope of Services attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT agrees to undertake the design of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications. The LOCAL GOVERNMENT shall obtain or initiate, comply with and accomplish any election, referendum, approval, permit, notice, proceeding or authorization required by law to enable the LOCAL GOVERNMENT to enter into or perform this Agreement or to undertake the Project hereunder.

C. Submission of Proceedings, Contracts and Other Documents: The LOCAL GOVERNMENT shall submit to the DEPARTMENT such data, reports, records, contracts, and other documents relating to the Project as the DEPARTMENT may reasonably require. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. Coordination shall be maintained by the LOCAL GOVERNMENT with representatives of the DEPARTMENT.

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$25,000.00 (Twenty Five Thousand Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit "A", Scope of Services. This amount is based on Exhibit "B", Method of Compensation, attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT in an amount not to exceed **\$25,000.00 (Twenty Five Thousand Dollars and No/100)** for the actual project costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT's participation.

This is a multi-year funded Agreement and is expected to be funded by multiple appropriations in the DEPARTMENT'S fiscal years 2019/2020, 2020/2021, 2021/2022, 2022/2023 and 2023/2024.

Funding		
FM #243844-1-78-03	Fiscal Year 2019/2020	\$5,000.00
FM #243844-1-78-03	Fiscal Year 2020/2021	\$5,000.00
FM #243844-1-78-03	Fiscal Year 2021/2022	\$5,000.00
FM #243844-1-78-03	Fiscal Year 2022/2023	\$5,000.00
FM #243844-1-78-03	Fiscal Year 2023/2024	\$5,000.00
Total		\$25,000.00

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 243844-1-78-03, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A", Scope of Services was met.

i) All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment "F" – Contract Payment Requirements.

ii) The LOCAL GOVERNMENT must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a

non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. The LOCAL GOVERNMENT shall maintain an accounting system or separate account to ensure funds and projects are tracked separately. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the

DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

M. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

N. The DEPARTMENT’S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. This contract does not involve the purchase of Tangible Personal Property as defined in Chapter 273, Florida Statutes.

P. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the

deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

4. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

5. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the LOCAL GOVERNMENT upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

6. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

D. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact

business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Point of Contact:

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5520

D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

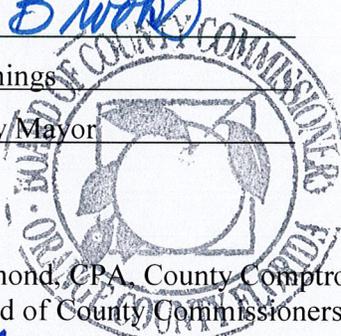
Julie Bortles, Program Supervisor
Environmental Protection Division
3165 McCrory Place, Suite 200
Orlando, Florida 32803
407-836-1456

Julie.Bortles@ocfl.net

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on January 28, 2020, and the DEPARTMENT has executed this Agreement on 2/6/2020 | 9:02 AM EST.

ORANGE COUNTY, FLORIDA
By: BOARD OF COUNTY COMMISSIONERS

By: *Jerry L. Demings*
Name: Jerry L. Demings
Title: Orange County Mayor



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

By: *Katie Smith*
Deputy Clerk

Print Name: **Katie Smith**

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: *Loreen C. Bobo*
Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development

Attest:

DocuSigned by:
Norma Mejias
Executive Secretary

Legal Review:

DocuSigned by:
Daniel McDermott
585E81E26BBA45C...

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

February 5, 2020

Exhibit “A”

SCOPE OF SERVICES **Financial Management Number: 243844-1-78-03**

The DEPARTMENT shall provide for the annual contribution of funds to the LOCAL GOVERNMENT in order to share in the costs associated with the water quality monitoring program, public education program, and solicitation of public input for identification of illicit discharges, to satisfy requirements of the DEPARTMENT and Co-Permittees Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit FLS000011.

The services the LOCAL GOVERNMENT will provide are as follows:

- Item No. 1. Conduct water chemistry monitoring and biological assessment, which includes staff time and analytical laboratory fees, as required by the permit.
- Item No. 2. Maintain the Orange County Watershed Atlas, which provides:
- Water quality educational outreach;
 - Reporting of illicit discharges by the public; and
 - Additional public educational outreach

Exhibit “B”

METHOD OF COMPENSATION **Financial Management Number: 243844-1-78-03**

For satisfactory completion of all services detailed in Exhibit “A”, Scope of Services of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed **\$25,000.00 (Twenty Five Thousand Dollars and No/100)** for actual costs incurred.

The annual payments should be made to the LOCAL GOVERNMENT each year when an invoice is received with required documentation. The amount of each payment shall be \$5,000.00 (Five Thousand Dollars and No/100) per year for Fiscal Years 2019/2020, 2020/2021, 2021/2022, 2022/2023 and 2023/2024, which totals **\$25,000.00 (Twenty Five Thousand Dollars and No/100)**.

FM #243844-1-78-03
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Original Draft: 7/25/2019
Revised: 1/8/2020

Exhibit "C"

RESOLUTION

Financial Management Number: 243844-1-78-03

See next page

Financial Management Number 243844-1-78-03

RESOLUTION

of the

**ORANGE COUNTY BOARD OF COUNTY
COMMISSIONERS**

regarding the

**JOINT PARTICIPATION AGREEMENT WITH THE STATE
OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONCERNING THE PROJECT DESCRIBED AS
“NATIONAL POLLUTANT DISCHARGE ELIMINATION
SYSTEM (NPDES) PERMIT FLS000011”**

Resolution No. 2020-M-01

WHEREAS, today, the Board of County Commissioners is approving a Joint Participation Agreement with the State of Florida Department of Transportation (“FDOT”) concerning a project described as “National Pollution Discharge Elimination System (NPDES) Permit FLS000011 - Financial Management Number 243844-1-78-03 (“JPA”); and

WHEREAS, a requirement of the JPA is that Orange County adopt a Resolution authorizing its officials to execute the JPA on its behalf.

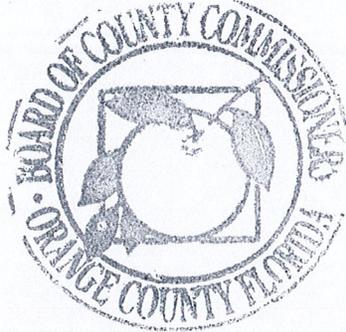
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. Authorization for County Mayor to Execute the JPA Agreement (Financial Management Number 243844-1-78-03).

The County Mayor is hereby authorized to execute the JPA with the FDOT on behalf of the Board of County Commissioners and the County.

Section 2. Effective Date. This Resolution shall take effect on the date of its adoption.

ADOPTED this _____ day of JAN 28 2020, 20__.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

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

By: *Katie Smith*
Deputy Clerk

Print Name: Katie Smith

ATTACHMENT F
CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

To: holly.lopenski@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

ASG53

2/5/2020

CONTRACT INFORMATION

Contract:	ASG53
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ORANGE COUNTY BOCC
Vendor ID:	F596000773011
Beginning Date of This Agreement:	02/06/2020
Ending Date of This Agreement:	10/31/2024
Contract Total/Budgetary Ceiling:	ct = \$25,000.00
Description:	National Pollutant Discharge Elimination System (NPDES) Permit FLS000011

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 2/5/2020

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55054030511
Expansion Option:	AA
Object Code:	131545
Amount:	\$5,000.00
Financial Project:	24384417803
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2020
Budget Entity:	55150200
Category/Category Year:	088712/20
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$5,000.00

To: holly.lopenski@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

ASG53

2/4/2020

CONTRACT INFORMATION

Contract:	ASG53
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ORANGE COUNTY BOCC
Vendor ID:	F596000773011
Beginning Date of This Agreement:	02/06/2020
Ending Date of This Agreement:	10/31/2024
Contract Total/Budgetary Ceiling:	ct = \$25,000.00
Description:	National Pollutant Discharge Elimination System (NPDES) Permit FLS000011

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 2/4/2020

Action:	Future Year	Future Year	Future Year	Future Year
Reviewed or Approved:	*REVIEWED	*REVIEWED	*REVIEWED	*REVIEWED
Organization Code:	55054030511	55054030511	55054030511	55054030511
Expansion Option:	AA	AA	AA	AA
Object Code:	131545	131545	131545	131545
Amount:	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Financial Project:	24384417803	24384417803	24384417803	24384417803
Work Activity (FCT):	215	215	215	215
CFDA:				
Fiscal Year:	2021	2022	2023	2024
Budget Entity:	55150200	55150200	55150200	55150200
Category/Category Year:	088712/21	088712/22	088712/23	088712/24
Amendment ID:	A001	A001	A001	A001
Sequence:	00	01	02	03
User Assigned ID:				
Enc Line (6s)/Status:	/04	/04	/04	/04

Total Amount: \$20,000.00

*Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

Certificate Of Completion

Envelope Id: 3B6E2F5919F84D4C9FDDF8CD41FC0809	Status: Completed
Subject: Please DocuSign: 243844-1-78-03 (ASG53) Orange County NPDES Permit.pdf	
Contract Number (ex. C9A12, optional): ASG53	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 243844-1-78-03	
Office (contact Procurement if add is needed):	
Local Programs	
Source Envelope:	
Document Pages: 20	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Holly Lopenski
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	605 Suwannee Street
	MS 20
	Tallahassee, FL 32399-0450
	holly.lopenski@dot.state.fl.us
	IP Address: 156.75.252.6

Record Tracking

Status: Original 2/5/2020 1:19:46 PM	Holder: Holly Lopenski holly.lopenski@dot.state.fl.us	Location: DocuSign
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Signer Events

Daniel McDermott
Daniel.McDermott@dot.state.fl.us
Senior Attorney
FL DOT
Signing Group: D5 General Law Legal Group
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

DocuSigned by:
Daniel McDermott
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Signature Adoption: Pre-selected Style
Using IP Address: 156.75.252.6

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Loreen Bobo
Loreen.Bobo@dot.state.fl.us
District 5 Director of Transportation Development
Florida Department of Transportation
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Norma Mejias
norma.mejias@dot.state.fl.us
FDOT
Signing Group: D5 Executive Assistants
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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In Person Signer Events

Signature

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Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Linda Lee Linda.Lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/5/2020 1:31:41 PM Viewed: 2/5/2020 2:30:21 PM
Lisa Buscher lisa.buscher@dot.state.fl.us Holly Lopenski holly.lopenski@dot.state.fl.us Allison Godwin allison.godwin@dot.state.fl.us Teresa Hutson Teresa.Hutson@dot.state.fl.us Precious Johnson Precious.Johnson@dot.state.fl.us Local Program Coordinator Florida Department of Transportation Signing Group: D5 Local Government Agreements Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/6/2020 9:04:35 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2020 9:04:35 AM
Certified Delivered	Security Checked	2/6/2020 9:04:35 AM
Signing Complete	Security Checked	2/6/2020 9:04:35 AM
Completed	Security Checked	2/6/2020 9:04:35 AM
Payment Events	Status	Timestamps

BCC Mtg. Date: July 13, 2021



Florida Department of Transportation

RON DESANTIS GOVERNOR

719 S. Woodland Boulevard DeLand, Florida 32720-6834

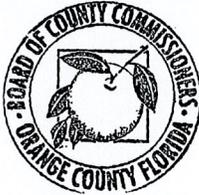
KEVIN J. THIBAUT, P.E. SECRETARY

DATE: March 3, 2021
TO: Florida Department of Transportation District Five Local Programs
FROM: Orange County
SUBJECT: Time Extension #1 Joint Participation Agreement Financial Project No.: 243844-1-78-03 Contract No.: ASG53 Project Description: National Pollutant Discharge Elimination System (NPDES) Permit FLS000011

The Joint Participation Agreement (JPA) for the subject project will expire on October 31, 2024. In accordance with Section 2A of the JPA, it is hereby requested by the Local Government that the term for the Agreement of the subject project be extended until October 31, 2025, for the following reason(s): This extension will allow for preparation/ submission of a final invoice at the end of their fiscal year.

Recipient: Orange County

By: [Signature] Name: Jerry L. Demings Title: Orange County Mayor



Date: _____

APPROVED: The Department approves a time extension for the subject Joint Participation Agreement to October 31, 2025. DocuSigned by: C. Jack Adkins Date: 7/21/2021 | 4:51 PM EDT Name: C. Jack Adkins Title: Interim Director of Transportation Development Legal Review: Daniel McDermott

ATTACHMENT 3



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 South Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

DATE: October 21, 2025

TO: Florida Department of Transportation
District Five Local Programs

FROM: Orange County

SUBJECT: Time Extension #2
Joint Participation Agreement
Financial Project No.: 243844-1-78-03
Contract No.: ASG53
Project Description: National Pollutant Discharge Elimination System (NPDES) Permit FLS000011

The Joint Participation Agreement (JPA) for the subject project will expire on October 31, 2025.

In accordance with Section 2A of the JPA, it is hereby requested by the Local Agency that the term for the Agreement of the subject project be extended until **October 31, 2026**, for the following reason(s):

Extension needed to add fiscal year 2026 funding to be able to bill back services. This extension will provide time for completion of the project close-out and submission of the final invoice package.

Recipient: ORANGE COUNTY

By: Byron W. Brooks Date: 24 October 2025
Name: Byron W. Brooks
Title: County Administrator

APPROVED:

The Department approves a time extension for the subject Joint Participation Agreement to October 31, 2026.

By: James S. Stroz, Jr. Date: 10/29/2025 | 4:31 PM EDT
Name: James S. Stroz, Jr., P.E.
Title: Director of Transportation Development

Legal Review: Chris Indelicato

**JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY
SUPPLEMENTAL AGREEMENT NUMBER 1**

EXECUTION DATE: _____

Financial Project No.: 243844-1-78-03 Agency: Orange County Contract No: ASG53	Fund: D Activity: 215 Contract Amount: \$30,000.00	FLAIR Approp: 088712 FLAIR Obj.: 131545 Org. Code: 55054030511 Vendor No.: F596000773011
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The terms of the original Joint Participation Agreement (AGREEMENT) between the Florida Department of Transportation (DEPARTMENT) and Orange County (LOCAL GOVERNMENT) for the Project described as “National Pollutant Discharge Elimination System (NPDES) Permit FLS000011”, executed on **February 06, 2020**, are hereby amended as follows:

1. The overall Project cost and DEPARTMENT participation is being increased to include Fiscal Year 2025/2026 funding under this Agreement.

3. COMPENSATION AND REIMBURSEMENT

- A. Project Cost: The total estimated cost of the Project is **\$30,000.00 (Thirty Thousand Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit “A”, Scope of Services. This amount is based on Exhibit “B”, Method of Compensation, attached hereto.
- B. DEPARTMENT Participation: The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT in an amount not to exceed **\$30,000.00 (Thirty Thousand Dollars and No/100)** for the actual project costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT’S participation.

This is a multi-year funded Agreement and is expected to be funded by multiple appropriations in the DEPARTMENT’S fiscal years 2019/2020, 2020/2021, 2021/2022, 2022/2023, 2023/2024, and 2025/2026.

Funding		
FM # 243844-1-78-03	Fiscal Year 2019/2020	\$5,000.00
FM # 243844-1-78-03	Fiscal Year 2020/2021	\$5,000.00
FM # 243844-1-78-03	Fiscal Year 2021/2022	\$5,000.00
FM # 243844-1-78-03	Fiscal Year 2022/2023	\$5,000.00
FM # 243844-1-78-03	Fiscal Year 2023/2024	\$5,000.00
FM # 243844-1-78-03	Fiscal Year 2025/2026	\$5,000.00
Total		\$30,000.00

2. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit “C” – Resolution.

3. Exhibit “D”, Alternative Advance Payment Financial Provisions, is attached and incorporated herein.

Except as hereby modified, amended, or changed, all of the terms and conditions of said original AGREEMENT thereto will remain in full force and effect.

The following attachments are hereby incorporated into this Amendment:

- Exhibit “A”, Scope of Services
- Exhibit “B”, Method of Compensation
- Exhibit “C”, Resolution
- Exhibit “D”, Alternative Advance Payment Financial Provisions

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IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Amendment on _____, and the DEPARTMENT has executed this Amendment on _____.

ORANGE COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: Jerry L. Demings
Title: Orange County Mayor

By: _____
Name: James S. Stroz Jr., P.E.
Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

EXHIBIT "A"**SCOPE OF SERVICES**
Financial Management Number: 243844-1-78-03

The DEPARTMENT shall provide for the annual contribution of funds to the LOCAL GOVERNMENT in order to share in the costs associated with the water quality monitoring program, public education program, and solicitation of public input for identification of illicit discharges, to satisfy requirements of the DEPARTMENT and Co-Permittees Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit FLS000011.

The services the LOCAL GOVERNMENT will provide are as follows:

Item No. 1. Conduct water chemistry monitoring and biological assessment, which includes staff time and analytical laboratory fees, as required by the permit.

Item No. 2. Maintain the Orange County Watershed Atlas, which provides:

- Water quality educational outreach;
- Reporting of illicit discharges by the public; and
- Additional public educational outreach.

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EXHIBIT "B"**METHOD OF COMPENSATION**
Financial Management Number: 243844-1-78-03

For satisfactory completion of all services detailed in Exhibit "A", Scope of Services of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed **\$30,000.00 (Thirty Thousand Dollars and No/100)** for actual costs incurred.

The annual payments should be made to the LOCAL GOVERNMENT each year when an invoice is received with the required documentation. The amount of each payment shall be \$5,000.00 (Five Thousand Dollars and No/100) per year for Fiscal Years 2019/2020, 2020/2021, 2021/2022, 2022/2023, 2023/2024, and 2025/2026 which totals **\$30,000.00 (Thirty Thousand Dollars and No/100)**.

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EXHIBIT "C"

RESOLUTION

Financial Management Number: 243844-1-78-03

EXHIBIT “D”

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS
Financial Management Number: 243844-1-78-03

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

-
1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
 2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
 3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
 4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
 5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

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