

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Joint Participation Agreement Between The State of Florida Department of Transportation and Seminole County for National Pollutant Discharge Elimination System (NPDES) Permit Compliance

DEPARTMENT: Public Works

DIVISION: Roads-Stormwater

AUTHORIZED BY: Gary Johnson

CONTACT: Kim Ornberg

EXT: 2417

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the second five-year Joint Participation Agreement (JPA) between FDOT-District 5 and Seminole County to provide funding to Seminole County for National Pollutant Discharge Elimination System (NPDES) Permit compliance.

County-wide

Kim Ornberg

BACKGROUND:

As the lead Permittee in the Seminole County NPDES Municipal Separate Storm Sewer System (MS4) Permit, the County provides water quality monitoring, biological assessments, educational outreach and illicit discharge reporting for the residents, for all of the co-permittees. The Seminole Watershed Atlas fulfills the educational outreach, illicit discharge reporting and water quality information components of the permit requirements. This JPA provides for an annual \$5,000 cost share from FDOT for those permit compliance requirements. The other Co-Permittees (the seven (7) cities located within Seminole County) also provide annual payments of \$5,000 each for the program through a separate interlocal agreement. The payments received are recorded as revenue to the County Stormwater Fund (Account # 13000.366102.077430). The duration of the JPA coincides with the second five-year NPDES MS4 Permit period.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the second five-year JPA between FDOT-District 5 and Seminole County to provide funding to Seminole County for NPDES MS4 Permit compliance.

ATTACHMENTS:

1. NPDES Joint Participation Agreement

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> Budget Review (Fredrik Coulter, Lisa Spriggs)</p> <p><input type="checkbox"/> County Attorney Review (Matthew Minter)</p> <p><input type="checkbox"/> Revenue Review (Cecilia Monti, Lisa Spriggs)</p>
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Financial Management No.: 243844-1-74-06 Agency: Seminole County Contract No.:	Fund: D Activity: 498 Contract Amount: \$25,000.00	FLAIR Approp: 088712 FLAIR Obj.: 242053 Org. Code: 55054030511 Vendor No.: F596000856-065
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JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY

This Joint Participation Agreement (hereinafter the “Agreement”), made and entered into this _____ day of _____, 2008, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the COUNTY),

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 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.

WHEREAS, the COUNTY, by Resolution/Minutes, 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 authorized to contract with local governmental to the maximum extent possible for the performance of its transportation responsibilities; and

WHEREAS, the Parties mutually agree that it is in their joint best interested to facilitate the transportation project known as the “National Pollutant Discharge Elimination System (NPDES) Permit FLS000038”. The DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Project beginning in Fiscal Year 2008/2009, said Project being

known as FM# 243844-1-74-06, and more fully reflected in the Scope of Services attached hereto as Exhibit "A" and hereinafter referred to as the "Project"; and

WHEREAS, the COUNTY and the DEPARTMENT desire to protect and promote the public health, safety and general welfare of the quality monitoring program, public education program, and solicitation of public input for identification of illicit discharge, to satisfy requirements of the DEPARTMENT and the COUNTY'S Project.

WHEREAS, the COUNTY 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 stormwater 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.R.F.) Section 122.26 on November 16, 1990, 55 FR 48063; and

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

WHEREAS, the Project is not revenue producing and is contained in the adopted Five Year Transportation Plan; and

WHEREAS, the implementation of the Project is in the best interests of both the DEPARTMENT and the COUNTY and it would be most practical, expeditious, and economical for the COUNTY to perform the services to complete the 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. The above recitals are true and correct and are hereby adopted in their entirety, and are fully incorporated into and made an integral part of this Agreement as though fully set forth herein.

2. The purpose of this Agreement is to provide funds to the COUNTY (Seminole County Road Operations and Stormwater Division/Water Quality Section), 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 FLS000038. The DEPARTMENT has determined that this Project is in the best interests of the Department. Said Project is further described in Exhibit "A", attached hereto and by this reference made a part hereof. The further purpose of this Agreement is to provide DEPARTMENTAL financial assistance to the COUNTY, 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.

3. The term of this Agreement shall begin upon the date the last party executes same. The COUNTY agrees to complete the Project on or before October 31, 2013. If the COUNTY does not complete the Project within the time period allotted, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY 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.

4. General Requirements: The COUNTY 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 all applicable laws.

5. Compliance with Federal, State and Local Laws: The COUNTY shall obtain or initiate, comply with and accomplish any election, referendum, approval, permit, notice, proceeding or authorization required by law to enable the COUNTY to enter into or perform this Agreement or to undertake the Project hereunder.

6. Submission of Proceedings, Contracts and Other Documents: The COUNTY shall submit to the DEPARTMENT such data, reports, records, contracts and other documents relating to the Project as the DEPARTMENT may reasonably require.

7. The total commitment from the DEPARTMENT for the Project is \$5,000.00 (Five Thousand Dollars and No/100) per year for fiscal years 2008/2009, 2009/2010, 2010/2011, 2011/2012 and 2012/2013 which totals \$25,000.00 (Twenty Five Thousand Dollars and No/100). All payments to the COUNTY will be in accordance with Exhibit "B", the Payout Schedule and will be subject to Legislative approval and appropriation.

(A) **Advanced Pay Method:** The first advance payment from the DEPARTMENT to the COUNTY will be after receipt of an invoice. Each yearly invoice subsequent to the first invoice from the COUNTY must contain complete documentation, to substantiate how funds were used on the prior year's advance. The COUNTY must certify on each invoice that the costs are valid and have been incurred by the COUNTY. The Advance Payment approval was received from the DEPARTMENT'S Comptroller on September 17, 2008.

(B) In the event that there are remaining funds after the Project is completed or if the Project is terminated, the COUNTY shall refund the balance to the DEPARTMENT within forty (40) days of the completion or termination of the Project. Interest at the rate established by Section 215.422 of the Florida Statutes shall be paid by the COUNTY if the refund is not made within the required time.

8. The COUNTY which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. 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. 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 to the COUNTY, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the COUNTY requests payment. Invoices which have to be returned to the COUNTY because of COUNTY 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. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline at 1-800-848-3792.

9. The COUNTY agrees to keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures and other items incidental to the work for this Project. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT at all times during the period of this Agreement and for a period of 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 COUNTY'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.

10. In the event this Agreement is in excess of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) and a term for a period of more than one 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 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 year.”

11. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the 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 written notice to the COUNTY to that effect.

12. Audits: The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, 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 LOCAL GOVERNMENT agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews,

investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

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. If applicable, EXHIBIT 1 to this Agreement indicates Federal resources awarded through the DEPARTMENT 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. 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 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. However, if the recipient 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. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

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, 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 the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. If applicable, EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the DEPARTMENT 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, 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)(d), 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. However, if the recipient 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 nonstate 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. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to Project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

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 Agreement 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 at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

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

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

2. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

In addition, 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 at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

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

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

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

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

5. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and 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 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

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

13. After written notice and a reasonable opportunity to cure, either party may unilaterally cancel this Agreement for refusal by the other party to 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 such party in conjunction with this Agreement.

14. This Agreement 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. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

15. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understanding applicable to the matters contain

herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

16. 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

17. 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

Shirley Matthews
JPA Coordinator/MS 4-522
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5452
shirley.matthews@dot.state.fl.us

Mary Hamilton
Senior Environmental Scientist/MS 553
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5452
mary.hamilton@dot.state.fl.us

SEMINOLE COUNTY

Kim Ornberg
Roadway Operations/Stormwater Department
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773
(407) 665-5738
kornberg@seminolecountyfl.gov

18. 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.

IN WITNESS WHEREOF, the COUNTY has executed this Agreement this _____ day of _____, 2008, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2008.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

BY: _____
MARANNE MORSE, Clerk to the Board of
County Commissioners of Seminole
County, Florida

BY: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance of Seminole
County only. Approved as to form and
legal sufficiency.

As authorized for execution by the Board of County
Commissioners at their _____,
2008 regular meeting.

County Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

Name: George Lovett
Title: Director of Transportation Development

Date: _____

Attest:

Executive Secretary (Seal)

Legal Review

General Counsel

Financial Provisions Approved by the
Department Comptroller on:

Authorization Received From
The Comptroller's Office As
To Availability of Funds:

EXHIBIT “A”

SCOPE OF SERVICES

Financial Management Number: 424797-1-58-01

Financial Management Number: 243844-1-74-06

The DEPARTMENT shall provide for the annual contribution of funds to Seminole County Road Operations & Stormwater Division/Water Quality Section 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 FLS000038.

The Services the COUNTY will provide are as follows:

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

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

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

EXHIBIT "B"

Associated Costs:

The annual payments should be made to the COUNTY by October 31 of each year or if after that date, 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 2008/2009, 2009/2010, 2010/2011, 2011/2012 and 2012/2013 which totals \$25,000.00 (Twenty Five Thousand Dollars and No/100). See Payout Schedule below:

PAYOUT SCHEDULE

Year	Item No. 1	Item No. 2	Total Disbursed Per Year
October 31, 2008	\$3,000.00	\$2,000.00	\$5,000.00
October 31, 2009	\$3,000.00	\$2,000.00	\$5,000.00
October 31, 2010	\$3,000.00	\$2,000.00	\$5,000.00
October 31, 2011	\$3,000.00	\$2,000.00	\$5,000.00
October 31, 2012	\$3,000.00	\$2,000.00	\$5,000.00
TOTAL			\$25,000.00

EXHIBIT "C"

RESOLUTION/MINUTES

Financial Management Number: 424797-1-58-01

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -
\$ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. Etc.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -
\$ (*amount*)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*) -
\$ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: