

**JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY
SUPPLEMENTAL AGREEMENT NUMBER 2**

EXECUTION DATE: _____

Financial Project No.: 243844-1-78-02 Agency: Seminole County Contract No: ASG17	Fund: D Activity: 215 Contract Amount: \$58,492.00	FLAIR Approp: 088712 FLAIR Obj.: 131545 Org. Code: 55054030511 Vendor No.: F596000856070
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The terms of the original Joint Participation Agreement (AGREEMENT) between the Florida Department of Transportation (DEPARTMENT) and Seminole County (LOCAL GOVERNMENT) for the Project described as “National Pollutant Discharge Elimination System (NPDES) Permit FLS000038”, executed on January 09, 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.

4. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$58,492.00 (Fifty-Eight Thousand Four Hundred Ninety-Two 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 **\$58,492.00 (Fifty-Eight Thousand Four Hundred Ninety-Two 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, 2024/2025, 2025/2026.

Funding		
FM # 243844-1-78-02	Fiscal Year 2019/2020	\$8,356.00
FM # 243844-1-78-02	Fiscal Year 2020/2021	\$8,356.00
FM # 243844-1-78-02	Fiscal Year 2021/2022	\$8,356.00
FM # 243844-1-78-02	Fiscal Year 2022/2023	\$8,356.00
FM # 243844-1-78-02	Fiscal Year 2023/2024	\$8,356.00
FM # 243844-1-78-02	Fiscal Year 2024/2025	\$8,356.00
FM # 243844-1-78-02	Fiscal Year 2025/2026	\$8,356.00
Total		\$58,492.00

1. The Department approves a Time Extension for the subject Joint Participation Agreement (JPA) to **October 31, 2027**, to allow time for completion of services, Department review and acceptance, project close-out and submission of the final invoice package.

2. 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
- Attachment “F”, Contract Payment Requirements

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IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Amendment on see attached signature page, and the DEPARTMENT has executed this Amendment on

_____.

SEMINOLE COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: Kellie Smith

Title: _____

Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

By: _____
ANDRIA HERR, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

EXHIBIT "A"**SCOPE OF SERVICES**
Financial Management Number: 243844-1-78-02

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 FLS000038.

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 Seminole County Watershed Atlas, which provides:
- Water quality educational outreach;
 - Reporting of illicit discharges by the public; and
 - Additional public educational outreach
- Item No. 3. Lake Jessup BMAP/Water Quality Monitoring

The ambient environmental monitoring program as required by the Lake Jessup Basin Management Action Plan (BMAP) will be performed and administered by Seminole County. The Florida Department of Transportation, District Five (DEPARTMENT) has indicated its desire to partner in this environmental monitoring program, as identified in this Scope of Services.

The monitoring program is intended to allow flexibility for future revisions based on regulatory requirements. This monitoring program is intended to satisfy requirements of the Lake Jessup Basin Management Action Plan (BMAP), National Pollutant Discharge Elimination System (NPDES) monitoring requirements and any other future Total Maximum Daily Load (TMDL) monitoring requirements. Seminole County will perform sample collection, coordinate sample drop off to a designated laboratory, and upload analysis data to WINN.

For Item No. 3 – The DEPARTMENT has requested that the LOCAL GOVERNMENT sample the following site as part of the following Lake Jesup BMAP Monitoring plan:

Sample Site	Frequency	Per Sample Cost	Annual Cost
SEMINOLE-SOLDIERS	Not to exceed 8 times/year	\$419.50	Not to exceed \$3,356.00

The above samples will be collected using FDEP SOP for ambient water quality monitoring by staff (and/or contractors) certified in this type of field work at the frequency listed.

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EXHIBIT "B"**METHOD OF COMPENSATION**
Financial Management Number: 243844-1-78-02

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 **\$58,492.00 (Fifty- Eight Thousand Four Hundred Ninety-Two 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 \$8,356.00 (Eight Thousand Three Hundred Fifty-Six Dollars and No/100) per year for Fiscal Years 2019/2020, 2020/2021, 2021/2022, 2022/2023, 2023/2024, 2024/2025, and 2025/2026 which totals **\$58,492.00 (Fifty- Eight Thousand Four Hundred Ninety-Two Dollars and No/100)**.

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EXHIBIT "C"

RESOLUTION

Financial Management Number: 243844-1-78-02

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PROVIDING FOR THE APPROVAL BY THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS OF A SUPPLEMENTAL AGREEMENT NUMBER NO. 02 TO THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY FOR NPDES PERMIT FLS000038 AND AUTHORIZING THE CHAIRMAN TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 02 AND ANY POTENTIAL SUBSEQUENT SUPPLEMENTAL AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 9, 2020, the State of Florida, Department of Transportation (“FDOT”) and Seminole County (“County”) entered into a Joint Participation Agreement for a project known as the National Pollutant Discharge Elimination System Permit FLS000038 (“Project”) (hereinafter referred to as the “Agreement”); and

WHEREAS, the purpose of the Agreement is for FDOT to provide funds to the County to share in the costs associated with the water quality monitoring program, a public education program, and solicitation of public input for identification of illicit discharges, as further set forth in the Agreement; and

WHEREAS, on June 24, 2025, FDOT and County entered into Supplemental Agreement No. 1 to the Joint Participation Agreement which increased the contract amount by EIGHT THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$8,356.00) and extended the term of the Agreement through October 31, 2026; and

WHEREAS, the Agreement, as amended by Supplemental Agreement No. 1, contemplates FDOT providing County an amount equal to EIGHT THOUSAND THREE

HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$8,356.00) per FDOT Fiscal Year beginning in 2019/2020 through 2024/2025, for a total of FIFTY THOUSAND ONE HUNDRED AND THIRTY-SIX AND NO/100 DOLLARS (\$50,136.00); and

WHEREAS, the term of the Agreement, as amended by Supplemental Agreement No. 1, contemplates completion of the Project by October 31, 2026;

WHEREAS, the FDOT has further requested an additional supplement to the Agreement to increase funding for an additional FDOT Fiscal Year (2025/2026) in the amount of EIGHT THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$8,356.00). The revised total would not exceed FIFTY EIGHT THOUSAND FOUR HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$58,492.00) for actual Project costs incurred; and

WHEREAS, the FDOT and County mutually desire and agree to supplement the Agreement and extend the term for completion of the Project to October 31, 2027;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida that:

Section 1. The above recitals represent the legislative findings of the Seminole County Board of County Commissioners supporting the need for this Resolution.

Section 2. The County hereby approves receiving increased FDOT funding under the Agreement by EIGHT THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$8,356.00), for a revised total under the Agreement in an amount not to exceed FIFTY EIGHT THOUSAND FOUR HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$58,492.00) for actual Project costs incurred.

Section 3. The County hereby approves extending the term of the Agreement for completion of the Project by October 31, 2027.

Section 4. This Resolution will become effective upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALLOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
ANDRIA HERR, Chairman

Attachment:

Supplemental Agreement No. 2 to the Joint Participation Agreement between the State of Florida, Department of Transportation and Seminole County for NPDES Permit FLS000038

EXHIBIT “D”

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS
Financial Management Number: 243844-1-78-02

*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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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/.

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