

***PINELLAS COUNTY GOVERNMENT IS COMMITTED TO
PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE,
COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND
SOUND MANAGEMENT OF PUBLIC RESOURCES,
TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS
TODAY AND TOMORROW***



**INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND
THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR WATER QUALITY AND BIOLOGICAL MONITORING**

**AGREEMENT PREPARED BY
DEPARTMENT OF PUBLIC WORKS
NATURAL RESOURCES DIVISION**

AUGUST 2015

**INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND
THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR WATER QUALITY AND BIOLOGICAL MONITORING**

This AGREEMENT, is entered into on the *28* day of *August* 2015, between the BOARD OF COUNTY COMMISSIONERS of Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", whose address is 315 Court Street, Clearwater, FL 33756 and the Florida Department of Transportation District VII, hereinafter referred to as the "DEPARTMENT", whose address is 11201 North McKinley Drive, Tampa, FL 33612.

WITNESSETH, That:

WHEREAS, the COUNTY and the DEPARTMENT desire to protect and promote the public health, safety and general welfare through the management and assessment of the effects of stormwater runoff; and

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; and

WHEREAS, pursuant to the CWA 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 55 FR 47990 on November 16, 1990; and

WHEREAS, Paragraph (a)(1) of 40 C.F.R. requires that stormwater 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 separate storm sewer system; and

WHEREAS, the EPA, Region IV notified the COUNTY and the DEPARTMENT by letter dated December 16, 1993 that the DEPARTMENT is designated as part of the COUNTY municipal separate storm sewer system (MS4) for the purposes of NPDES permitting; and

WHEREAS, the COUNTY as lead applicant and the DEPARTMENT as co-applicant applied for and received NPDES permit #FLS000005; and

WHEREAS, In October 2000, EPA authorized the Florida Department of Environmental Protection (FDEP) to implement the NPDES stormwater permitting program in the State of Florida as set forth in Section 403.0885, Florida Statutes (F.S.);

WHEREAS, NPDES permit #FLS000005 Part V.B.1 requires a monitoring program to assist in determining the impact of stormwater discharges on receiving waters located in the geographical area covered by the permit; and

WHEREAS, NPDES permit #FLS000005 Part V.B.1 requires a monitoring program to assist in determining the effectiveness of the stormwater management programs

being implemented and shall assist in identifying and prioritizing portions of the MS4 requiring additional controls; and

WHEREAS, in 2012, FDEP promulgated numeric nutrient water quality standards in Chapters 62-302 (Water Quality Standards) and 62-303 (Identification of Impaired Surface Waters) of the Florida Administrative Code (F.A.C.); and

WHEREAS, pursuant to these new regulations, an evaluation of water chemistry, biological data (flora and fauna), and physical information are used to determine if a water body's nutrient concentrations are protective of balanced flora and fauna; and

WHEREAS, it is the mutual desire of the COUNTY and the DEPARTMENT to establish relationships and responsibilities for the funding, implementation, operation and maintenance of Water Quality and Biological Monitoring Programs to meet NPDES Stormwater permit requirements.

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, the parties hereto mutually agree as follows:

1. GENERAL RESPONSIBILITIES

The COUNTY will continue to operate and maintain the Water Quality and Biological Monitoring Programs set forth in "Exhibit A – Scope of Services" using COUNTY staff and equipment. The COUNTY and the DEPARTMENT may be issued a new NPDES permit prior to the expiration of the Agreement and the COUNTY and the DEPARTMENT shall abide by the requirements of this new permit.

2. Execution

Upon final execution of this document, the original will be filed by the COUNTY with the Clerk of Circuit Court of Pinellas County pursuant to Chapter 163.01, Florida Statutes.

3. Term of Agreement

This Agreement shall become effective upon execution by both parties and will be retroactive to October 1, 2014 and shall expire on October 1, 2020 unless sooner terminated in accordance with this Agreement. This Agreement shall supersede Contract AL938/FM 25944617201 entered into on June 27, 2002 and as subsequently amended.

4. Consideration and Limitation of Costs

For its performance under this Agreement, the COUNTY shall be paid a \$20,000 yearly fee by the DEPARTMENT, or \$100,000 total for services provided during the five-year Term.

5. Standard Financial Provisions

See Exhibit C – Standard Financial Provisions.

6. Maintenance and Review of Records

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 three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the

DEPARTMENT upon request. Records of costs incurred shall include the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of project costs.

7. Conflict of Interest

The COUNTY represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would impede or conflict in any manner with the performance of the scope of service required hereunder. The COUNTY warrants to the DEPARTMENT that no gifts or gratuities have been or will be given to any DEPARTMENT employee or agent, either directly or indirectly, to obtain this Agreement.

8. Governing Laws

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida.

9. Compliance With Applicable Laws

The COUNTY and the DEPARTMENT shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder.

10. Assignment

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the DEPARTMENT.

11. Waiver

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

12. Order of Precedence

In the event of any conflict between the provisions of this Agreement and Exhibit A, the provisions of the Agreement shall control over the provisions of the Exhibit.

13. Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

14. Third Party Beneficiaries/Independent Contractor

This Agreement is for the benefit of Pinellas County and the DEPARTMENT. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. The COUNTY acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of the DEPARTMENT.

15. Modifications

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY and the DEPARTMENT expressly for that purpose.

16. Notices

Any notices required or permitted to be given hereunder shall be sent by United States certified mail, return receipt requested, or by overnight delivery service or personal delivery with signature verification, to the attention of the following representatives of the parties:

COUNTY:

Melanie Weed
Natural Resources Division
Pinellas County Department of Public
Works
22211 US Hwy 19 N
Building 10
Clearwater, FL 33765

DEPARTMENT:

Susan Moore
Maintenance Environmental Coordinator
Florida Department of Transportation,
District 7
11201 N. McKinley Drive, M.S. 1200
Tampa, FL 33612-6456

Any notice sent in accordance with this Article 15 shall be deemed given upon receipt. The act of refusal by a party of delivery of a notice sent in accordance with this Article 15 shall be deemed acceptance of such notice by such party.

17. Access To Records

The COUNTY and the DEPARTMENT shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the COUNTY or the DEPARTMENT in connection with this Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals as the day and year first above written.

FLORIDA DEPT. OF TRANSPORTATION PINELLAS COUNTY, by and through its County Administrator

By: B. A. Whitino
Title DIRECTOR OF OPERATIONS

By: Mark Woodard
Mark Woodard
County Administrator



ATTEST: Sanzenis J. Hodder Witness: Della Kelly

Legal Review:

APPROVED AS TO FORM:

By: Brendan Mackesey

By: [Signature]
Office of County Attorney

EXHIBIT A – SCOPE OF SERVICES

I. PINELLAS COUNTY AMBIENT WATER QUALITY MONITORING PROGRAM

The Pinellas County Department of Public Works, Natural Resources Division has conducted surface water quality monitoring in Pinellas County since 1991. Beyond fulfilling the monitoring requirements of NPDES permit FLS000005, this monitoring effort provides important water quality data to support Total Maximum Daily Loads (TMDLs), Pinellas County watershed planning initiatives, the Pinellas County Comprehensive Plan, and the Tampa Bay Estuary Program (TBEP) Comprehensive and Conservation Management Plan (CCMP).

The monitoring program is designed to collect statistically valid surface water quality data at a series of stations in County streams, creeks, lakes and marine waters.

A. Intent of the Monitoring Program

The monitoring program is aimed to:

- Assess status and trends in water quality of fresh and marine open waterbodies;
- Determine annual and seasonal pollutant loadings delivered from County sub-basins; and
- Determine the effectiveness of the stormwater management plans being implemented in Pinellas County.

The program components are summarized below.

1. Probabilistic monitoring design for open waterbodies

The first portion of the monitoring program focuses on Pinellas County open waters including intracoastal waters, Lake Seminole, and Lake Tarpon (Figure 1). The monitoring program is a probabilistic design that employs an Environmental Monitoring and Assessment Program (EMAP) based design element and a stratified random design element. The probabilistic element allows for the calculation of estimates and confidence limits of the total surface area for various water quality conditions within each geographic reporting unit or stratum. The stratified random element allows for the calculation of mean annual estimates of population means and confidence limits. The strengths of this monitoring program are supported by the data analysis and reporting that can be achieved including:

- Water quality status and trends calculations;
- Identification and prioritization of receiving waters not meeting designated uses; and
- Statistical water quality comparisons among geographical reporting units or strata.

Pinellas County Water Quality Monitoring Program Open Water Segments

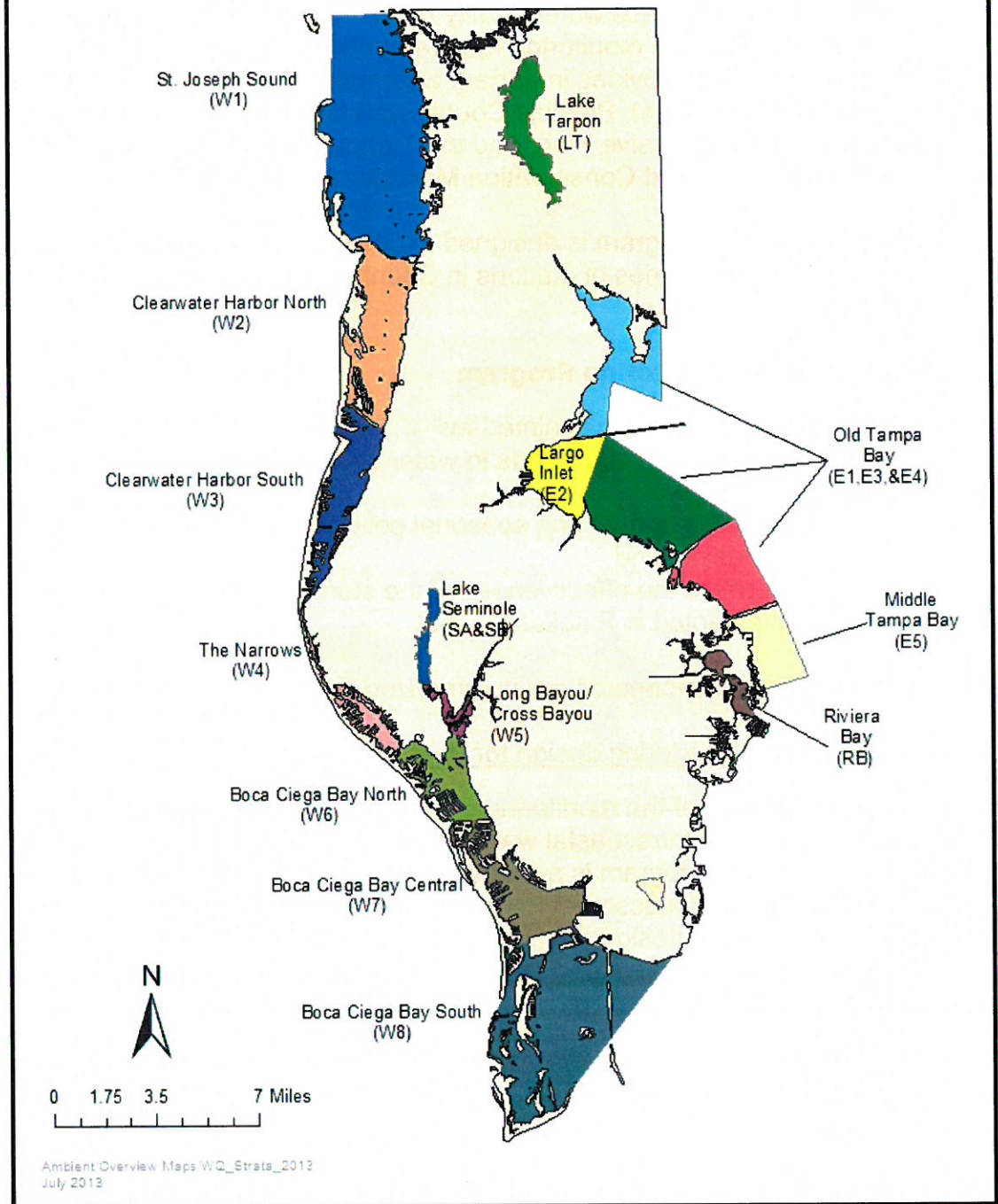


Figure 1. Pinellas County Water Quality Monitoring Program Open Water Segments

2. Fixed site monitoring program

The Pinellas County Ambient Water Quality Monitoring Program includes a series of fixed stream and creek sites located in each basin within the permit coverage area (Figure 2). Sites where water quality samples and flow measurements are taken are located upstream of tidal influences to better characterize stream and creek water quality resulting exclusively from freshwater runoff and to allow for receiving waterbody pollutant loading estimates. Water quality (not flow) is sampled for a few additional sites that are located in marine portions of streams, creeks, or channels.

These data are being used to generate baseline countywide loading estimates from a wide variety of basin sizes and land uses as well as to characterize existing in-stream water quality conditions. Flexibility in the year-to-year site selections and sampling frequencies must be allowed to address refinements to sampling objectives and changing federal and state regulatory priorities.

Pinellas County may conduct Event Mean Concentration (EMC) and Best Management Practices (BMP) evaluations at specific sites throughout the County. Monitoring is conducted manually or by using automated sampling systems comprised of refrigerated auto samplers, multi-probe water quality meters, rain gages, and flow sensors. These data would be used to supplement existing data for the purpose of calculating EMCs. The EMCs are a requirement for Year 3 of the Permit.

Pinellas County Water Quality Monitoring Program Fixed-Location Stream Sites

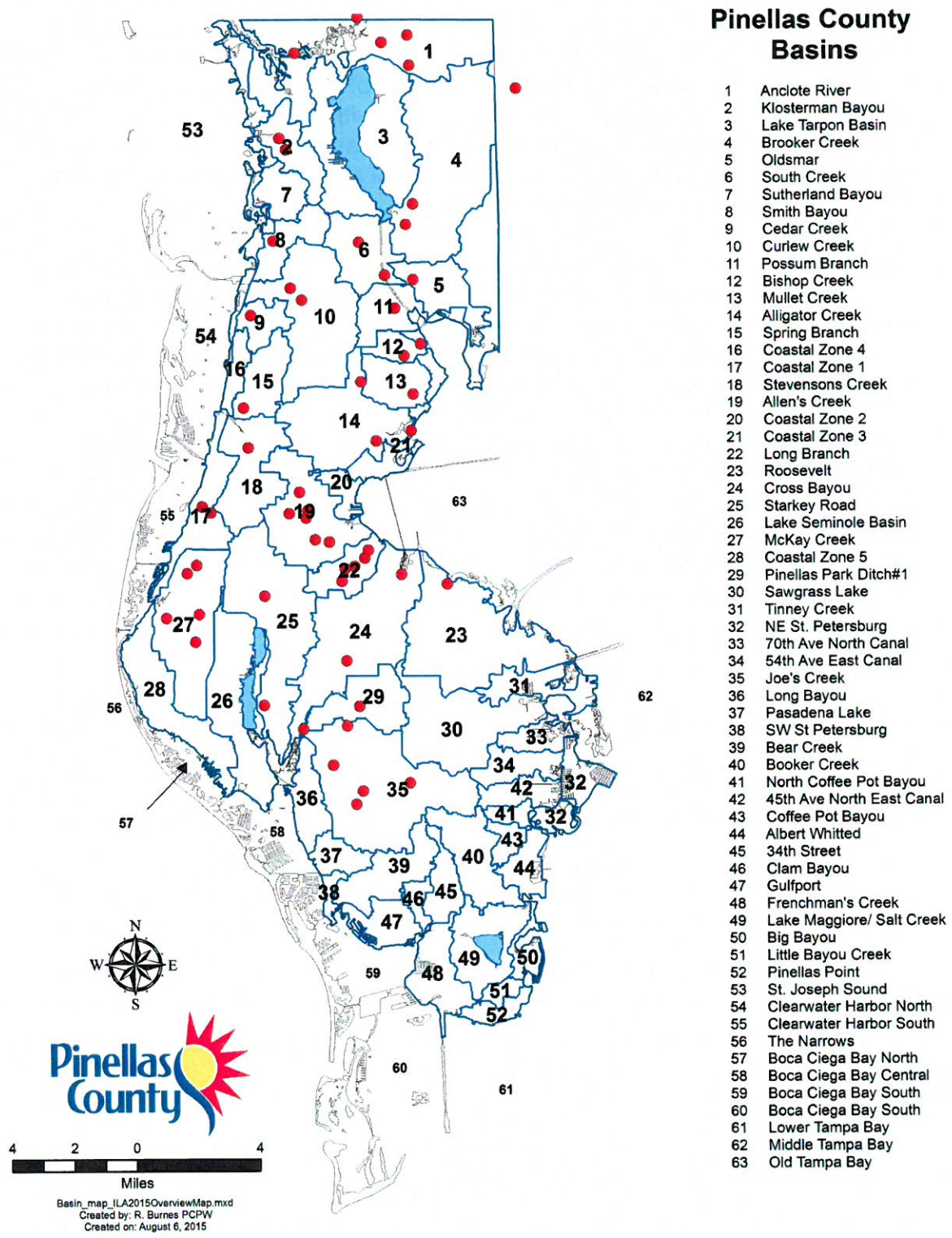


Figure 2. Pinellas County Water Quality Monitoring Fixed Location Stream Sites.

B. Monitoring Methods and Frequency

1. Frequency of monitoring

Monitoring is conducted at four random sites in each open water segment and at all fixed sites approximately every six weeks in the wet season and every seven weeks in the dry season or a total of eight times per year.

2. Type of sampling (water column, biology or sediment)

A total of 32 sample site locations are randomly selected for each stratum. In eastern strata (E1-E5 and RB) the sample effort is stratified by depth with 6 sample sites randomly selected from waters greater than 2 meters and 26 sites randomly selected from waters less than 2 meters. In western strata (W1-W8) and lake strata (SA, SB, and LT) random site location selection is not stratified by depth. There are 8 sample periods and for each stratum four sites are randomly assigned to a sample period.

a. Parameters monitored at each station

Please note: the parameters listed below are currently being monitored; however, the list of specific metrics analyzed may vary to some degree year-to-year as funding levels change and specific programs objectives are revised.

For all monitoring sites:	For streams, creeks and lakes only:	For fixed sites only:	For open water sites only:
PH	Fecal Coliform	Flow	Secchi disk depth Photosynthetically Active Radiation (PAR)
Water Temperature	Enterococci		Transmissivity
Specific Conductance/Salinity	Biological Oxygen Demand (BOD5)		
Dissolved Oxygen	Aluminum (Lake Seminole and bypass canal only)		
Chlorophyll-a, b, c and phaeophytin	Color (Lake Seminole, Lake Tarpon, Alligator Lake, and Lake Chautauqua only)		
Ammonia			
Nitrate-Nitrite			
Total Kjeldahl Nitrogen			
Total Nitrogen (TN)			
Total Phosphorous (TP)			
Orthophosphate			
Turbidity			
Total Suspended Solids (TSS)			

Water quality parameters were selected to balance County, TBEP, Southwest Florida Water Management District (SWFWMD), and state goals and objectives for water quality monitoring. For example, Chlorophyll was selected as an indicator of phytoplankton biomass and to assess achievement of segment specific chlorophyll targets set by the TBEP for Tampa Bay. In addition, the state uses a Chlorophyll reference level in their Total Maximum Daily Load (TMDL) assessment program. TN, TP, and TSS were selected as indicators for water quality in part because TN and TP are used to determine trophic status of lakes and TSS has a direct impact on water clarity. External loadings of these constituents to Tampa Bay are periodically tracked by TBEP as part of the CCMP. Water column light attenuation or water clarity is measured using a Secchi disc, a light meter to determine PAR, and a transmissometer. The amount of surface light reaching the bay bottom is of critical importance and is directly related to the health of seagrasses and other submerged aquatic vegetation. Bacteriological monitoring serves as indicators of pathogens at freshwater sites and for water quality assessments in the TMDL program. The addition of BOD5 is necessary for meeting TMDL requirements.

EMC evaluations may include:	BMP evaluations may include:
Specific Conductance/Salinity	Specific Conductance/Salinity
pH	pH
Temperature	Temperature
Dissolved Oxygen	Dissolved Oxygen
Total Dissolved Solids	Total Dissolved Solids
Total Suspended Solids	Total Suspended Solids
Biochemical Oxygen Demand	NOX
Chemical Oxygen Demand	Ammonia
Oil & Grease	TKN
Nitrate + Nitrite (NOX)	Total Phosphorous
Ammonia	Orthophosphate
Total Kjeldahl Nitrogen (TKN)	Cadmium
Soluble TKN	Chromium
Total Phosphorous	Copper
Orthophosphate	Lead
Fecal Coliform	Zinc
Cadmium	Fecal coliforms
Chromium	
Copper	
Lead	
Zinc	
Hardness	

Note: For EMC and BMP evaluations, parameters selected vary according to land use assessed and specific objectives of each BMP evaluation.

C. Monitoring Station Locations

Please refer to Figures 1 and 2 for open water monitoring segments and fixed sites. As part of the probabilistic design for monitoring water quality in county open water bodies, current funding levels allow for 32 new random sampling locations to be sampled per segment each year. For stream sites, as stated in Section A, baseline loading estimates will be calculated to determine which basins contribute the greatest proportion of pollutant loads to county receiving waters.

D. Quality Assurance

Pinellas County Natural Resources Division staff conducts all sampling activities in accordance with the applicable FDEP SOPs found in F.A.C. Chapter 62-160. The FDEP Bureau of Laboratory staff audited the section's performance and the section has met all FDEP requirements for monitoring and reporting.

E. Estimates of Pollutant Loadings

In year three of the permit, as required in Part V. A., Seasonal Pollutant Loads and EMCs will be calculated for each major drainage basin using a combination of referenced sources and data collected as specified in tier three of the County's monitoring program.

F. Reporting

Pinellas County plans to report raw data quarterly to FDEP and annually to the DEPARTMENT. The COUNTY will provide trends in each watershed so the DEPARTMENT can individually determine the effectiveness of its stormwater management program and identify and prioritize portions of the MS4 requiring additional controls. Reporting format may be changed as needed to accommodate for the needs and requirements of the program.

II. BIOLOGICAL MONITORING

Pinellas County's biological monitoring program aims to support the impairment status of our waters. Multiple components are required to attain this goal for the lakes, creeks, and estuarine waters within our jurisdictional boundaries.

A. Estuarine Waters - Seagrass Monitoring

1. Background and Intent:

Pinellas County participates in a regional, multi-governmental seagrass monitoring program developed through the Tampa Bay Estuary Program (TBEP). The program is designed to characterize the general health and condition of seagrass meadows around the bay area and intracoastal waters.

2. Monitoring Plan:

Pinellas County monitors seagrass in Boca Ciega Bay, Clearwater Harbor, St Joseph Sound and Tampa Bay with a combination of transect monitoring and remote sensing programs. The intent of this program is to provide biological data support for Numeric Nutrient Criteria, impairment listings, and Total Maximum Daily Loads.

3. Station Location and Frequency of Monitoring:

Pinellas County monitors 11 fixed transect sites in Boca Ciega Bay and 2 fixed transect sites in Middle Tampa Bay in accordance with the Tampa Bay Estuary Program Interlocal Agreement.

In Clearwater Harbor and St Joseph Sound, Pinellas County uses a stratified random transect monitoring design. The stratified random design includes over 60 sites every year. All of the transects are monitored during October and November of each year after the growing season ends.

In addition to the transect monitoring program, Pinellas County participates through a cooperative agreement for aerial seagrass mapping program managed by the Southwest Florida Water Management District (SWFWMD). The aerial photointerpretation mapping provides acreage estimates for the seagrass resources around Pinellas County bi-annually.

4. Quality Assurance

Seagrass Transect Data are entered and checked for accuracy by Pinellas County staff. Analysis and resulting maps are reviewed for completeness before inclusion into the seagrass report.

Aerial photographs are analyzed and checked for accuracy by SWFWMD and their consultant. The resultant acreages are reviewed by all stakeholders before the deliverable is finalized.

5. Reporting

Pinellas County produces a report every 5 years on the status and trends of seagrass coverage and health. Pinellas County also partners with SWFWMD to produce seagrass acreage on a biennial basis, using a combination of aerial photography, advanced image analysis and groundtruthing. These reports can be viewed on the Pinellas County website

<http://www.pinellascounty.org/environment/watershed/monitoring.htm>

Pinellas County Seagrass Sampling Sites

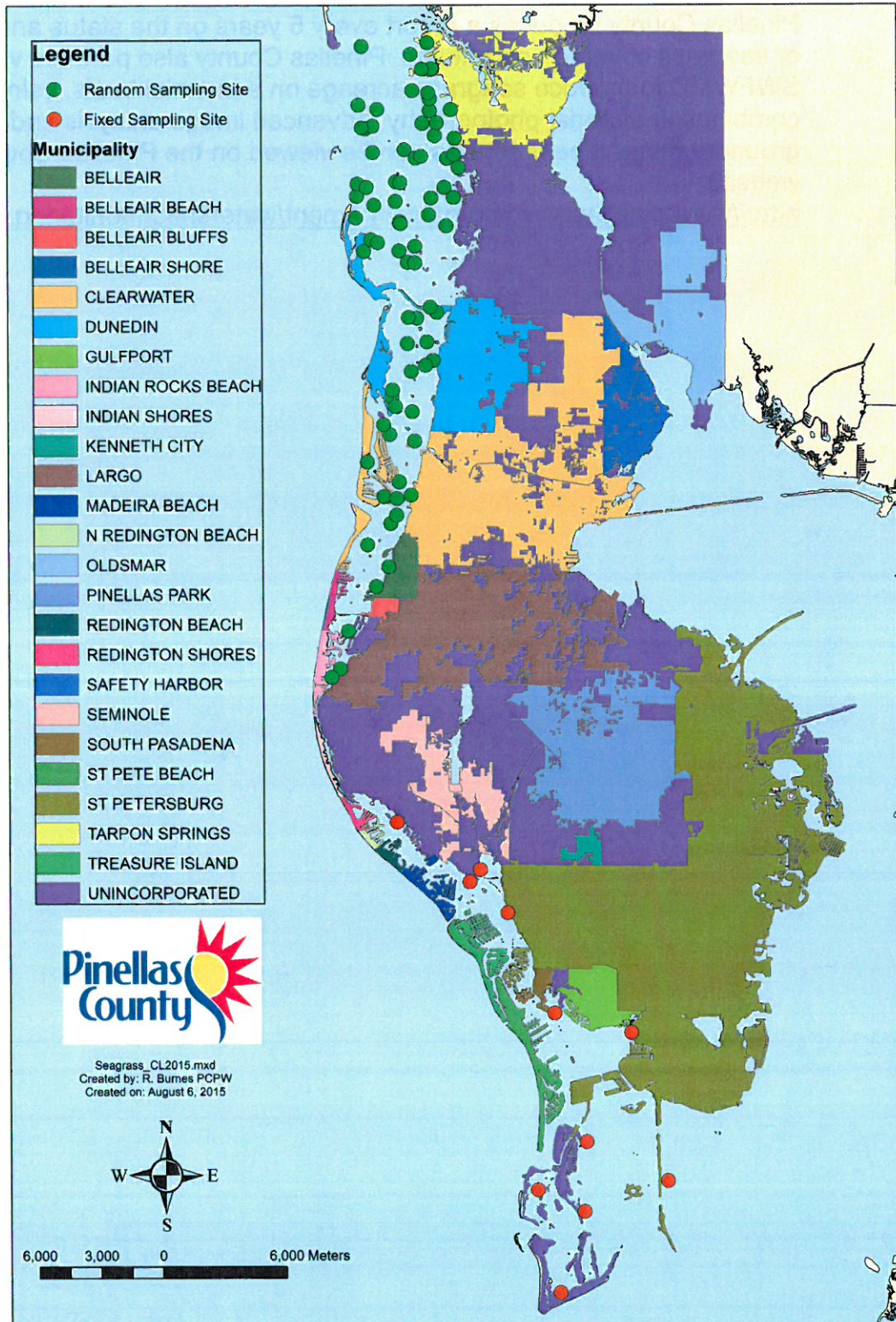


Figure 3 – Pinellas County Fixed and Random Seagrass monitoring sites

B. Biological Monitoring for Streams and Lakes

1. Background:

In 2012, FDEP promulgated numeric nutrient water quality standards in Chapters 62-302 (Water Quality Standards) and 62-303 (Identification of Impaired Surface Waters) of the Florida Administrative Code (F.A.C.). Pursuant to these new regulations, an evaluation of water chemistry, biological data (flora and fauna), and physical information is used to determine if a water body's nutrient concentrations are protective of balanced flora and fauna.

2. Intent of the program:

Pinellas County is conducting biological monitoring of waterbodies to support the assessments conducted by FDEP in the determination of impairment. These data will also be combined with other available data for prioritization and planning of water quality studies aiming to determine and eliminate pollutant sources in impaired and TMDL-established waters. Collection of the biological health data will augment the County's ability to understand the overall health of its systems by providing an integrated measure of their environmental condition.

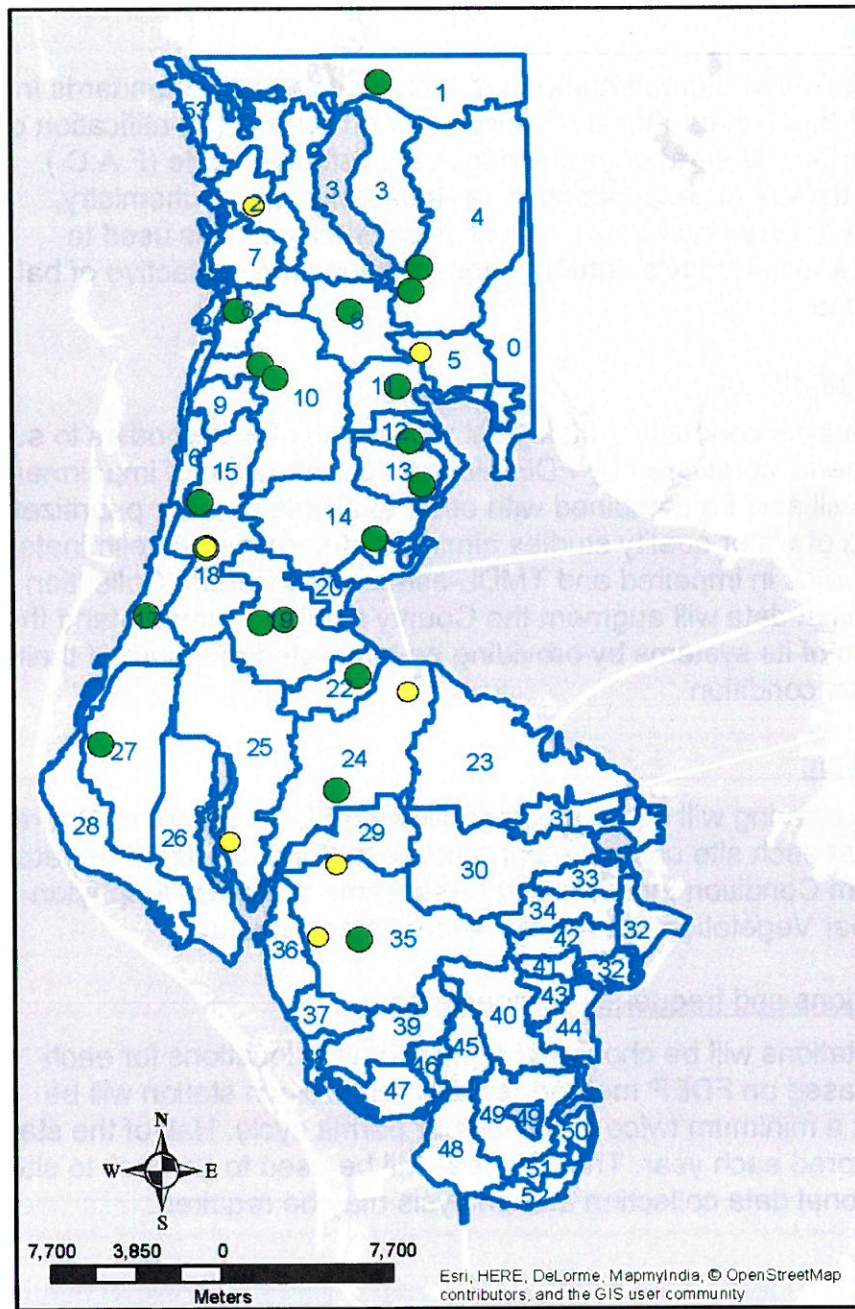
3. Monitoring plan:

Biological monitoring will be conducted following FDEP Standard Operating Procedures at each site using the appropriate method, i.e. Lake Vegetation Index, Stream Condition Index, Habitat Assessment, Rapid Periphyton Survey, Linear Vegetation Survey, or others as applicable.

4. Station locations and frequency of monitoring:

Monitoring stations will be chosen at representative locations for each waterbody based on FDEP method requirements. Each station will be monitored at a minimum twice in a five year permit cycle. Half of the stations will be monitored each year. The fifth year will be used to go back to sites where additional data collection and analysis may be required.

Pinellas County Bioassessment Sites



Id	Name
0	Lake Hillsborough County
1	Anclote River
2	Klosterman Bayou
3	Lake Tarpon Basin
3	Lake Tarpon
4	Brooker Creek
5	Oldsmar
6	South Creek
7	Sutherland Bayou
8	Smith Bayou
9	Cedar Creek
10	Curlew Creek
11	Possum Branch
12	Bishop Creek
13	Mullet Creek
14	Alligator Creek
15	Spring Branch
16	Coastal Zone 4
17	Coastal Zone 1
18	Stevensons Creek
19	Allens Creek
20	Coastal Zone 2
21	Coastal Zone 3
22	Long Branch
23	Roosevelt
24	Cross Bayou
25	Starkey Road
26	Lake Seminole Basin
26	Lake Seminole
27	McKay Creek
28	Coastal Zone 5
29	Pinellas Park Ditch#1
30	Saw grass Lake
31	Tinney Creek
32	NE St. Petersburg
33	70th Ave North Canal
34	54th Ave East Canal
35	Joes Creek
36	Long Bayou
37	Pasadena Lake
38	SW St Petersburg
39	Bear Creek
40	Booker Creek
41	North Coffee Pot Bayou
42	45th Ave North East Canal
43	Coffee Pot Bayou
44	Albert Whitted
45	34th Street
46	Clam Bayou
47	Gulfport
48	Frenchman's Creek
49	Lake Maggiore
49	Lake Maggiore/ Salt Creek
50	Big Bayou
51	Little Bayou Creek
52	Pinellas Point
53	St. Joseph Sound
54	Clearwater Harbor North

Legend

- HA, LVS, RPS Sites
- SCI Site
- Basin



Figure 4 – Pinellas County Biological monitoring sites

5. Quality Assurance:

All field activities associated with biological sampling and assessments are done in accordance to the applicable FDEP SOPs found in F.A.C. Chapter 62-160. Field staff will be evaluated annually to ensure compliance with prescribed methods. Certification requirements for biological assessments will be maintained and updated as needed.

6. Reporting:

Pinellas County plans to report raw data results to FDEP and the DEPARTMENT annually.

Exhibit B – Program Costs

The total costs of both the surface water quality monitoring program and the biological monitoring program will be invoiced jointly. Currently, the annual costs for both programs average \$600,000. These costs may vary based on program changes. Per Section 4 of this Agreement, the DEPARTMENT has agreed to pay a yearly flat fee of \$20,000 towards the programs, which will be invoiced yearly after completion of the program and submittal of applicable raw data and reporting deliverables in accordance with Exhibit A.

Exhibit C – Standard Financial Provisions

1. The DEPARTMENT agrees to compensate the COUNTY for services described in Exhibit A – Scope of Services. The Method of Compensation is included as Exhibit B.
2. The COUNTY 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 259446172, and the quantifiable, measurable and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.
3. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit A - Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT's project manager prior to payment.
4. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY 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.
5. There shall be no reimbursement for travel expenses under this Agreement.
6. 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, F.S. If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY 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 COUNTY will be assessed a non-performance retainage equivalent to 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 COUNTY resolves the deficiency.

If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

The COUNTY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order or contract specifies otherwise. The DEPARTMENT has 20 days to deliver a request of payment (voucher) to the Department of Financial Services. The 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 payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that 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 with the Department of Financial Services. The duties of this individual include acting as an advocate for the COUNTY who may be experiencing problems in obtaining timely payment(s) from a State Agency. The Vendor Ombudsman can be reached at (850) 413-5516.

7. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"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 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 and which have a term for a period of more than 1 year."

8. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
9. The COUNTY 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 COUNTY during the term of the contract; and
 - 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 subcontractor during the contract term.