



Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

CONTRACT AMENDMENT

Please Respond To: Angela Weeks-Samanie, FCCM,
CPM
Office of Agricultural Water
Policy
407 S. Calhoun Street, MS: E-1
Tallahassee, FL 32399-0800

January 7, 2021

Justin Albright, Chairman
Marion Soil and Water Conservation District
2441 NE 3rd Street, Suite 204-2
Ocala, Florida 33470

RE: Amendment of Contract # 26238 dated 07/09/19.

This letter, upon execution by both parties and attachment to the original contract shall serve to amend said contract. The contract shall be amended as follows:

This contract shall be amended to increase the funding of the contract by \$90,484, thereby increasing the contract from \$330,465.00 to \$420,949.00, and revise the deliverables.

Page 2, ARTICLE 3: COMPENSATION & EXPENSES, Section 3.1, as previously amended, which now reads:

The DEPARTMENT will pay the RECIPIENT as follows: Provide the RECIPIENT remuneration in the amount not to exceed \$330,465 for work performed pursuant to the terms and conditions stipulated in the Attached Scope of Work. Upon contract execution, an advance of \$28,000 for project start-up costs. The amount that may be Advanced shall not exceed the expected cash needs of the RECIPIENT within the initial three (3) months. Thereafter, the balance of the contract amount shall be paid on a cost Reimbursement basis upon receipt of invoices and appropriate supporting documentation to include any approved travel expenses pursuant to the Scope of Work and is contingent upon an annual appropriation by the Legislature as provided in section 287.0582, Florida Statutes.

Shall be amended to read as follows:

The DEPARTMENT will pay the RECIPIENT as follows: Provide the RECIPIENT remuneration in the amount not to exceed \$420,949 for work performed pursuant to the terms and conditions stipulated in the attached Scope of Work. Upon contract execution, an advance of \$28,000 for each project start-up costs. The amount that may be advanced shall not exceed the expected cash needs of the RECIPIENT within the initial three (3) months. Thereafter, the balance of the contract amount shall be paid on a cost reimbursement basis upon receipt of invoices and appropriate supporting documentation to include any approved travel expenses pursuant to the Scope of Work and is contingent upon an annual appropriation by the Legislature as provided in section 287.0582, Florida Statutes.



Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

CONTRACT AMENDMENT

Page 16, ARTICLE 10: CATALOG OF STATE FINANCIAL ASSISTANCE (CSFA), paragraph 1, which now reads: State resources awarded to the RECIPIENT pursuant to this agreement are from Florida Department of Agriculture and Consumer Services, Catalog of State Financial Assistance 42.017, Agricultural Nonpoint Source Best Management Practices Implementation, \$330,465.

Shall be amended to read as follows:

State resources awarded to the RECIPIENT pursuant to this agreement are from Florida Department of Agriculture and Consumer Services, Catalog of State Financial Assistance 42.017, Agricultural Nonpoint Source Best Management Practices Implementation, \$420,949.

The contract Scope of Work shall be replaced in its entirety as attached.

NO OTHER PROVISIONS OF THIS CONTRACT ARE AMENDED OR OTHERWISE ALTERED BY THIS AMENDMENT.

Anthony Pardal

Joey B. Hicks
Director of Administration
Department of Agriculture
and Consumer Services

1/19/2021

(Date)

(Signature)(Title)(Company)(Date)

**Marion Soil and Water Conservation District
Conservation Technicians Best Management Practices Implementation Assistance**

I. BACKGROUND

The Florida Department of Agriculture and Consumer Services (FDACS) is authorized to develop and adopt agricultural best management practices (BMPs), and to assist agricultural producers with BMP implementation (sections 373.4595, 403.067, and 570.93, F.S.).

Sections 373.4595 and 403.067, F.S., require agricultural landowners/producers within basin management action plans (BMAPS) to implement and maintain all applicable BMPs adopted by FDACS or conduct water quality monitoring prescribed by the Florida Department of Environmental Protection (FDEP). To facilitate BMP implementation and verification of BMP implementation, FDACS contracts with various soil and water conservation districts (SWCDs) to provide technical assistance to producers with BMP enrollment and implementation to meet statutory requirements.

II. OBJECTIVES

To assist agricultural producers to meet BMP implementation requirements, the Marion Soil and Water Conservation District, the RECIPIENT, will provide two Conservation Technician positions to carry out the tasks described in this scope of work. The Marion Soil and Water Conservation District Conservation Technicians will assist in increasing enrollment in the BMP program, increasing implementation verification site visits and BMP implementation assistance. Additionally, the technicians will assist in delivery of the FDACS BMP cost-share program giving priority to BMPs and projects that provide the greatest nutrient reduction benefits to water resources.

III. RECIPIENT RESPONSIBILITIES

The RECIPIENT must:

1. Adopt formal human resource standard operating procedures and practices to include but not limited to the following:
 - An Employee Handbook
 - Position vacancy advertising
 - Position descriptions
 - Selection module
 - Selection panel to include the RECIPIENT and FDACS.
 - Training
2. Provide two Conservation Technicians to complete the deliverables described in **Section V. DELIVERABLES, MINIMUM PERFORMANCE STANDARDS, DOCUMENTATION, DUE DATES** during this agreement's contractual period. The minimum performance

standards for these positions will be pro-rated according to the length of the contract and the number of months each Conservation Technician employed in the position.

3. Provide office support staff to process and track payroll, payments and invoices to FDACS. The Conservation Technicians expenditures approved under this agreement must be tracked by category, year-to-date as listed in **Section IX. CONTRACT BUDGET** table.

Note: Any travel or proposed salary increases for Conservation Technicians or support staff being funded through this agreement must be approved in writing by the FDACS Project Manager and the FDACS Contract Manager before execution. Any changes to the approved budget are contingent upon availability of funds.

4. Ensure all personnel hired for and funded through this agreement must:
 - Hold a valid Florida Driver License with a good driving record,
 - Pass a background check, and;
 - Attest in writing to their willingness to comply with all state and federal laws to include those regarding ethics and state financial assistance prior to being hired.

5. Perform work following priorities identified by the FDACS Project Manager and ensure work is performed as specified in the Scope of Work.

Note: FDACS will not reimburse the SWCD for any work that does not fall within the deliverables outlined in this agreement.

6. Attend the OAWP Annual Cost-Share and Conservation Technician Partner meetings with the Administrative personnel and the Conservation Technicians. Funding is available for one board member, one administrative staff and the Technician(s) funded through this agreement.
7. Work with NRCS to schedule a technical working group meeting to identify SWCD priorities and to discuss cost-share priorities to maximize FDACS funding resources in collaboration with NRCS funding to address common area specific resource concerns. The RECIPIENT will present potential cost-share projects for discussion at the meeting as identified in collaboration with FDACS.
8. Account for State funds separately from the RECIPIENT's funds to comply with state audit requirements. If the RECIPIENT elects to receive electronic reimbursements from the State of Florida, the funds may be deposited into a general fund and transferred to the separate FDACS Conservation Technicians account. All disbursements from the account must be made on either pre-numbered checks or warrants drawn on proper depository accounts or through the automated clearing house (ACH) transfer electronically from bank to bank on proper depository accounts. A separate bank account is not required, but the RECIPIENT may elect to do so as their preferred practice.

Advance Payments provided by FDACS are encouraged to be invested in an interest-bearing account. Any interest earned on those funds must be returned to FDACS at the end of the contract period.

9. Maintain an inventory log of any equipment purchased through this agreement using the **EQUIPMENT INVENTORY** form and provide it to the FDACS Project Manager by the third month of each quarter (*September, December, March, June*) for review with that month's monthly payment submittal.

10. Provide a vehicle dedicated 100% for the purposes of this AGREEMENT for each Conservation Technician to drive and be reimbursed for fuel and maintenance.

a. If the RECIPIENT is purchasing a vehicle for the Conservation Technicians to drive for work related to this agreement, it must be:

- A new vehicle,
- A truck or sport utility vehicle,
- Approved by the FDACS Contract Manager, before being ordered, and
- Properly insured and maintained according to the manufacturer's recommendations and;

Note: To be reimbursed, the staff must use the octane rating required by the manufacturer for the type of vehicle being rented. Consult the owner's manual if you are unsure.

- A smoke-free and tobacco free environment. All operators or passengers in this vehicle must refrain from smoking or using tobacco during operation, the conduct of business in the presence of the public or any non-smoking passenger regardless of where that business is conducted.

Note: A sign shall be posted inside the vehicle advising persons that smoking and tobacco use is prohibited.

Note: As an eligible user, the RECIPIENT may purchase the vehicle through purchasing agreements established and State Term Contracts pursuant to section. 287.057, F.S. To do so, the RECIPIENT must request a quote for written pricing or services information from a State Term Contract vendor for Motor Vehicles and contact the Florida Department of Management Services (DMS) at (850) 922-5555 to be granted formal approval.

Exception: The vehicle may only be purchased elsewhere if the RECIPIENT was not granted permission to use the State Term Contract by the DMS or the State Term Contract vendor cannot honor the quoted price by the timeframe of this agreement. The RECIPIENT must show proof of the above justified reasons for not using the State Term Contract. The RECIPIENT must take possession of the vehicle before invoicing FDACS for reimbursement.

- b. If the vehicle provided to the Conservation Technicians by the RECIPIENT requires repairs that will exceed 1 day, the Conservation Technicians will be allowed to rent a vehicle and be reimbursed at a comparable state contracted rate during those instances.

Note: Vehicle rentals submitted for reimbursement must be related to this FDACS agreement, must be a cost-savings to the state, and must be documented on **IN-STATE TRAVEL EXPENSES VOUCHER FOR REIMBURSEMENT (Attachment C)**. Personal use is prohibited.

8. If FDACS provided reimbursement in a prior contract for a new vehicle for the Conservation Technicians, the RECIPIENT must continue to insure and properly maintain the vehicle according to the manufacturer's recommendations.

Note: If this agreement is terminated or not renewed, FDACS reserves the right to require the return of the vehicle for reassignment to another SWCD for similar work.

9. Properly maintain any field and office equipment purchased through this agreement for the life of the equipment or until the equipment has been returned to FDACS. Maintain the proper insurance in the amounts required by the State of Florida and provide proof of such insurance upon request by a FDACS representative. The equipment will be marked with an identification tag that will indicate the agreement between the RECIPIENT and FDACS and be available for inspection by a FDACS representative. Upon the non-appropriation of funding, termination of the contract, or at FDACS request, the RECIPIENT must return to FDACS any equipment purchased with funds made available from this contract.

Note: Personal use of equipment purchased through this agreement is prohibited. It violates the law and this Agreement, and it will subject violators to financial compensation to the state of Florida and immediate equipment recall.

10. Submit monthly invoices to FDACS for payment, along with the deliverable documentation described in **Section VI. PAYMENT REQUEST SUBMITTALS**.
11. Ensure the assets referenced in **Section IV. FDACS RESPONSIBILITIES, subsection 4**, as provided under this agreement by FDACS are used exclusively for work performed under this Scope of Work.

IV. FDACS RESPONSIBILITIES

1. In consultation with the FDACS Contract Manager, the FDACS Project Manager must:
 - a. Establish priorities for work assignments, direct the RECIPIENT and Conservation Technicians consistent with the priorities to accomplish the deliverables under this scope of work, and monitor related performance.

- b. Monitor the contractual deliverables and other requirements through a periodic onsite review to verify the RECIPIENT is meeting its responsibilities using the report generated from the information entered in the OAWP database by the Conservation Technicians as well as other supporting documentation provided for in Deliverables 1-5, and be supported monthly through correspondence on deliverable performance to the Contract Manager and the Project Manager for the SWCD.
 - c. Monitor and report on the performance of the Conservation Technicians in achieving the Minimum Performance Standards as set forth for each deliverable using form **CONSERVATION TECHNICIANS PERFORMANCE MONITORING**, at a minimum monthly, in writing.
 - d. Review the inventory log of any equipment purchased through this agreement using the **EQUIPMENT INVENTORY** form submitted by the RECIPIENT. This log will be used to track the equipment and to ensure the transfer of these assets should this agreement be terminated. Any equipment at a value of \$1,000 or more will be issued a state of Florida property tag.
 - e. Communicate, at a minimum, monthly with the FDACS Contract Manager regarding the Conservation Technicians' performance and notify the Contract Manager and the RECIPIENT of any issues associated with the work outlined in this scope of work within five (5) business days of those issues.
 - f. Review and evaluate for completeness all invoices for reimbursement, supporting invoice documentation, and any other information required from the RECIPIENT.
2. The FDACS Contract Manager must monitor the contract deliverables and other requirements through monthly communication and reviews of the **CONSERVATION TECHNICIAN PERFORMANCE MONITORING, FIELD STAFF ACTIVITY REPORT (Attachment A)**, and those forms generated through the OAWP database by the FDACS Project Manager to verify the RECIPIENT meets its responsibilities.
3. When applicable, FDACS will reimburse the RECIPIENT for the purchase of a new vehicle up to the amount approved and amount available in the contract budget. To be reimbursed, the RECIPIENT must submit a bill of sale along with a copy of the cancelled check or other proof of payment and proof the vehicle is insured with the required Personal Injury Protection (PIP) and Property Damage Liability (PDL) automobile insurance.

Note: RECIPIENT must maintain Florida insurance coverage continuously throughout the registration period regardless of the vehicle's location.

4. FDACS will provide the Conservation Technicians the following assets for the purpose and duration of this agreement:
 - a. Cellular phone,
 - b. Computer, and
 - c. Department email address.

Note: Personal use of the assets is prohibited. Assets and personal assets used to conduct business under this agreement are subject to Florida's public records law (Chapter 119, F.S.).

5. Upon contract execution and receipt of an initial invoice, FDACS will make an advance of **\$30,000** to the RECIPIENT for start-up funds.
6. FDACS will make monthly payments to the RECIPIENT upon receipt of a valid invoice with adequate supporting documentation, as described in **Section VI. PAYMENT REQUEST SUBMITTALS**.

V. DELIVERABLES, MINIMUM PERFORMANCE STANDARDS, DOCUMENTATION, DUE DATES

DELIVERABLE #1: ASSIST PRODUCERS WITH ENROLLING IN THE FDACS BEST MANAGEMENT PRACTICES (BMP) PROGRAM.

Each Conservation Technician must assist agricultural producers in enrolling in the applicable FDACS BMP Program by working with the agricultural producers to complete the BMP checklist and filing the **NOTICE OF INTENT TO IMPLEMENT BMPs (NOI)**. The Conservation Technician is responsible for working with agricultural producers to identify ALL applicable BMPs for their specific commodity type, operation, and conditions. The Conservation Technicians must also assist producers in completing and submitting the **Change Form To Notice of Intent to Implement BMP and/or Associated BMP** for their NOIs, including assessing newly enrolled production areas, as applicable. Enrollments will be coordinated with the FDACS Project Manager (PM) and will be prioritized in Basin Management Action Plan (BMAP) areas (where applicable). Each Conservation Technician will be responsible for ultimately determining and confirming the applicable BMPs for the subject property to be enrolled.

Each Conservation Technician will receive training and guidance from FDACS on how to assess a property and enroll a producer in the BMP Program. Each enrollment must use the applicable FDACS-adopted BMP manuals, BMP checklists, and NOI forms. The Conservation Technician must attach to each NOI, the property appraiser information regarding parcel or tax identification and owner information. If a producer refuses to meet with a Conservation Technician to enroll in the BMP program or a producer refuses to agree to implement the identified applicable BMPs, the Conservation Technician will be responsible for alerting management that a conflict exists so that the issue can be resolved.

The Department of Environmental Protection has modified certain BMAPs to require a list of unenrolled producers by a specific date. A staged mailout to unenrolled producers is

taking place and producers responding with the intention to enroll in the FDACS BMP Program are being assigned on an equitable basis to field staff and technicians.

Note: Further guidance on enrollments may be found in the Enrollment Standard Operating Procedure (SOP).

Minimum Performance Standards:

Each Conservation Technician must contact producers assigned by the Project Manager within 90 days to schedule a BMP enrollment appointment. Each Conservation Technician must enroll the producers in FDACS BMP Program as assigned by the Project Manager. NOI and Change Form documentation shall be submitted to and received by FDACS within 5 days of producer's signature. Producers that do not respond after two contact attempts will be referred to FDEP and will count as a contact for Conservation Technician's deliverables.

Note: Waivers of the monthly enrollment requirement may be granted by the Director of OAWP or designee based on written justification provided by the Recipient. Failure to meet the monthly evaluation requirements without obtaining a waiver will result in financial consequences per **Section VII. Financial Consequences.** (inclement weather, producer schedule, emergencies, etc.) that prevent meeting this standard. The waiver will be documented on the monthly **CONSERVATION TECHNICIAN PERFORMANCE MONITORING** form.

DELIVERABLE #2: CONDUCT IMPLEMENTATION VERIFICATION (IV) SITE VISITS.

FDACS is required to conduct IV site visits every two years on properties in enrolled in the FDACS BMP Program. Each Conservation Technician must conduct IV site visits on properties assigned to the technician by the Project Manager at least every two years. The IV site visits include a site review of BMPs and cost-share projects, review of records required by the BMP manual(s) to ensure proper implementation of BMPs and cost-share projects, and a collection and review of records on the total amount of nitrogen and phosphorus applied on properties enrolled to provide nutrient use information in BMAP areas to FDEP. Producers operating within or outside of an adopted BMAP that do not respond after two contact attempts will be referred to FDEP and will count as an IV site visit contact attempt for the Conservation Technicians. Contact attempts and results of the IV site visit must be recorded in the OAWP database.

Each Conservation Technician will receive training and guidance from FDACS on how to conduct an IV site visit, to include but not limited to documenting the IV site visit, reviewing documentation of implemented BMPs, practices, and projects, and records collection and review. If a producer refuses to respond to contact attempts by a Conservation Technician or refuses meet with a Conservation Technician for an IV, the Conservation Technician will be responsible for alerting management that a conflict exists so that the issue can be resolved.

Minimum Performance Standards:

Each Conservation Technician must contact all properties assigned to the Conservation Technician by the Project Manager for an IV site visit within the assigned time and must conduct the assigned IV site visits within the assigned time frame. Monthly and annual assignments will reflect at least 51% of assigned NOIs located for the first year in a Priority BMAP area, 50% of assigned NOIs located in a Non-Priority BMAP area if a Priority BMAP is not present, or 50% of a Non BMAP area if BMAPs do not exist. IVs will be completed by following the priority established by the Project Manager. All appropriate paperwork for the IV site visits must be received by FDACS within 5 working days of the conducted date of the IV site visit. Appropriate paperwork includes, but is not limited to, completed IVs, Change Forms, FSAID Feedback for non-enrollable acres, list of non-responsive producers, checklist change acknowledgement forms, corrective action acknowledgement forms and remedial action acknowledgement forms.

Note: Waivers of the monthly IV requirement may be granted by the Director of OAWP or designee based on written justification provided by the Recipient. Failure to meet the monthly evaluation requirements without obtaining a waiver will result in financial consequences per **Section VII. Financial Consequences**. (inclement weather, producer schedule, emergencies, etc.) that prevent meeting this standard. The waiver will be documented on the monthly **CONSERVATION TECHNICIAN PERFORMANCE MONITORING** form.

DELIVERABLE #3: PROVIDE COST-SHARE ASSISTANCE.

Each Conservation Technician must inform producers of BMP-related assistance programs offered by FDACS, the water management districts, and other entities as applicable. This includes making referrals to Mobile Irrigation Labs (MILs) in their areas for irrigation system evaluations, a required BMP in the BMP manual. While there are many BMPs that are eligible for cost share, the technician should prioritize BMPs that have the greatest potential for Nutrient Reduction and Water Conservation. Cost share applications must be submitted to the OAWP database. Requests for Reimbursement (RFRs) must be expedited and must include required cost share documentation before reimbursement will be approved.

Each Conservation Technician must assist producers who are participating in FDACS cost-share programs. This primarily pertains to on-site equipment or project completion verification, and the completion and submittal of a **BMP Certification and Request for Cost-Share Reimbursement** form with supporting documentation.

Minimum Performance Standards:

Each Conservation Technician must work with producers to complete at least **10** cost-share agreements during the fiscal year, subject to available cost-share funding. A cost-share assist is defined as a completed cost-share agreement. A Conservation Technician must conduct one **(1)** cost-share assists each month. The Conservation Technicians must prepare

a report showing the number of FDACS cost-share assists, including the NOI numbers from the OAWP database (**Attachment A**) and must submit the report to the SWCD Project Manager and the FDACS Project Manager by the 10th of each month for the previous month's work. This report must be submitted as part of the invoice package that is submitted to FDACS.

Note: Waivers of the monthly cost share requirement may be granted by the Director of OAWP or designee based on written justification provided by the Recipient. Failure to meet the monthly evaluation requirements without obtaining a waiver will result in financial consequences per **Section VII. Financial Consequences**. (inclement weather, producer schedule, emergencies, etc.) that prevent meeting this standard. The waiver will be documented on the monthly **CONSERVATION TECHNICIAN PERFORMANCE MONITORING** form.

DELIVERABLE #4: PARTICIPATE IN STAFF MEETINGS AND ALL TRAININGS AND MONTHLY ONE-ON-ONE FDACS PROJECT MANAGER AND CONTRACT MANAGER DELIVERABLES REVIEWS.

Participation in staff meetings is required for the Conservation Technicians to receive information regarding budgets, priorities, training, and other information provided by the Project Manager. The Conservation Technicians must participate in any required training to increase understanding of the FDACS-adopted BMPs, promote consistency in conducting onsite BMP assessments/enrollments, conduct BMP IV site visits, and enhance effectiveness in working with producers on BMP implementation. This training may include events conducted by the FDACS/OAWP, or other professionally conducted training events relevant to the understanding and communication of agricultural BMPs and BMP technologies applicable to the commodities with which each Conservation Technician is working. The Conservation Technicians must participate in one-on-one discussions with the FDACS Project monthly to discuss contract requirements. Unless required by the FDACS Project Manager, the discussions may occur as a phone conversation.

Travel to any training or meeting that requires overnight travel or registration fees in excess of \$100 must be pre-approved in writing by the FDACS Project Manager and FDACS Contract Manager before travel commences.

Minimum Performance Standards:

Each Conservation Technician must participate in at least 95% of staff meetings, either in person or through the use of telephonic means. The number of training events and monthly staff meetings attended must be supported through the submission of agendas, presentations, and attendee sign-in lists (in PDF format) by each Conservation Technician to the SWCD Project Manager and the FDACS Project Manager by the 10th of each month for the previous month's work.

Note: Waivers of the monthly training requirement may be granted by the Director of OAWP or designee based on written justification provided by the Recipient. Failure to meet

the monthly evaluation requirements without obtaining a waiver will result in financial consequences per **Section VII. Financial Consequences.** (inclement weather, producer schedule, emergencies, etc.) that prevent meeting this standard. The waiver will be documented on the monthly **CONSERVATION TECHNICIAN PERFORMANCE MONITORING** form.

DELIVERABLE #5: SUBMIT THE CONTRACT FINANCIAL CLOSE-OUT AND RECONCILIATION REPORTS AND A COPY OF AN ANNUAL AUDIT.

Provide the Contract Financial Close-out and Reconciliation reports and a copy of an annual audit.

Sections 215.97 and 218.39, F.S., requires an annual financial audit of the RECIPIENT's organization be conducted by a Certified Public Accountant.

Minimum Performance Standards:

The RECIPIENT must submit to FDACS:

1. Within 15 business days of contract termination or of the final payment, the contract close-out reports, using the CONTRACT FINANCIAL CLOSE-OUT (Attachment E) and the CONTRACT FINANCIAL RECONCILIATION (Attachment F). The RECIPIENT must return all unspent FDACS funds and any interest earned along with the close-out package.
2. Within 15 business days of its completion, a copy of the organization's annual audit report.

Note: RECIPIENTS receiving \$750,000 or more in State Financial Assistance will not receive funding for the cost of their audit.

CONTRACT TOTAL: \$420,949

VI. PAYMENT REQUEST SUBMITTALS

This is a cost-reimbursement contract. The RECIPIENT must submit all applicable **REPORTS**, supporting **DOCUMENTATION**, and properly completed **INVOICES** electronically to the FDACS Project Manager and the regional Financial Analyst for review.

Once the FDACS Project Manager has reviewed and approved the expenditures identified on the invoice, the regional Financial Analyst will forward the payment request electronically to the FDACS Contract Manager at OAWP_Invoices@FDACS.gov for final review and payment processing.

**To receive payment, invoices must include the following information (Attachment D):
INVOICE**

Invoices must be submitted monthly and must include the following:

1. Name and address of RECIPIENT (authorized payee).
2. Billing agency invoice number.
3. Official FDACS contract number (see upper right-hand corner of the first page of executed contract.)
4. Title of the services performed as referenced on the first page of the Scope of Work.
5. Dates of goods/services.
6. Expenditures broken out by the budgeted line item categories defined in **Section IX. CONTRACT BUDGET.**
7. Billing amount.

The first invoice for payment will be the for the advance payment and must have the words "ADVANCE PAYMENT REQUIRED" included at the top of the invoice.

The last invoice for payment must have the words "FINAL INVOICE" included at the top of the invoice.

DOCUMENTATION

A copy of the information listed below for any allowable contract-related expenditure that applies and have sufficient documentation for a proper pre-audit and post-audit, including, but not limited to the following, must accompany the monthly invoices:

Salaries

- o **Timesheets** - Signed and dated by each Conservation Technician and the SWCD supervisor.

- **Payroll** - Payroll Reconciliation Detail/Registers showing salary, payroll taxes, and benefits expense.

Travel

When requesting reimbursement for travel over a 24-hour period that includes the following expenditures, it must be requested on a **State of Florida IN-STATE TRAVEL EXPENSES VOUCHER FOR REIMBURSEMENT form, FDACS-01173 Rev. 09/12 (Attachment D)** in compliance Section 112.061, F.S., and travel restrictions imposed by Chapter 2019-10, Laws of Florida, and includes the following supporting documentation:

- **Lodging, meals, per diem, or incidentals** (taxi, tolls or car rental) must be requested on a **UF Travel Voucher** or a **State of Florida IN-STATE TRAVEL EXPENSES VOUCHER FOR REIMBURSEMENT form, FDACS-01173, Rev. 09/12 (Attachment C)** and include a copy of paid hotel receipt(s), any meeting, conference, or training agendas, PowerPoint presentations, brochures or supporting documentation and sign-in sheets where available.
- **Transportation** - The most efficient and economical form of transportation must be used for all travel under the contractual agreement, (rules 69I-42.002(8) and (9), F.A.C. When a vehicle owned by the RECIPIENT is not available, the traveler should rent a vehicle under the state contracted rate. Travelers are required to rent a compact car on the Enterprise/National contract through Enterprise/National's shared State of Florida reservation portal <https://partner.rentalcar.com/StateofFlorida>. If a traveler chooses to upgrade for personal convenience, the SWCD or the traveler will be responsible for the difference.

Note: Mileage for vehicles owned by the RECIPIENT is not reimbursable in this agreement. (*see Fuel for additional clarification*). Approval to use a personal vehicle as a means of travel transportation with mileage reimbursement will be considered on a case by case basis and may only be granted when there are extenuating circumstances beyond the traveler's control. It must be approved by the FDACS Project Manager before travel commences.

Note: Approval will not be granted for convenience.

- **Fuel for Rental Car** – (an incidental expense) when using a Rental Car for travel (more than 24 hours), a copy of the paid fuel receipt(s).
Note: To be reimbursed, the MIL staff must use the octane rating required by the manufacturer for the type of vehicle being rented. Consult the owner's manual if you are unsure.

Utilities

- Electricity, Water, Sewer

Miscellaneous / Other

- Fuel (other than travel) for RECIPIENT vehicles for day to day operation requires fuel receipts and mileage documented on form **VEHICLE TRIP RECORD (Attachment B)**,
Note: To be reimbursed, the MIL staff must use the octane rating required by the manufacturer for the type of vehicle being rented. Consult the owner's manual if you are unsure.
- Office/field supplies, postage, office phone, internet, cell phones services (breakdown of FDACS portion of each bill),
- General liability insurance,
- rent,
- Contracted services (bookkeeping, CPA, etc.)
Note: Stipends are taxable and will be included as income.

Equipment

- Any equipment purchased with state funds for field or office with a purchase price of \$1,000 or greater must include a copy of the invoice with proof of payment.
- The equipment above must track the equipment and affix a FDACS identification tag.
- The equipment referenced above must be returned to FDACS to a mutually agreeable location at the end of the contract period to be used by other RECIPIENTS that have contractual agreements for Conservation Technicians Best Management Practices Implementation Assistance, unless otherwise approved by FDACS.

Administrative Overhead/Indirect Cost

- Limited to 5%

Expenditure Detail Report

- Monthly report depicting expenditures year-to-date by categories listed in **Section IX. CONTRACT BUDGET** (i.e. Salaries, Benefits, Equipment, Utilities, Travel, Vehicle

Expenses, Miscellaneous, Administrative Overhead/ Indirect Cost, and Audit), remaining balance by category, and total expenditures to date.

Monthly Activity Logs:

- **CONSERVATION TECHNICIANS PERFORMANCE MONITORING.**
- **FIELD STAFF ACTIVITY REPORT** from the OAWP database

VII. FINANCIAL CONSEQUENCES

FDACS recognizes that catastrophic and/or extreme weather events may interfere with the daily work of the Conservation Technician staff for an extended period and may result in a failure to meet the Minimum Performance Standards as specified in **Section V.**

DELIVERABLES, MINIMUM PERFORMANCE STANDARDS, AND BUDGET, Deliverables 1 through 5. The Conservation Technician staff may make up missed deliverables in a future month only if the Conservation Technician staff was granted a waiver by the Director of OAWP or designee based on written justification provided by the RECIPIENT for those months they did not meet their goal. Otherwise, if the RECIPIENT fails to meet the Minimum Performance Standards by the end of each quarter, the request for reimbursement of the third monthly invoice of each quarter will be decreased by:

1. The RECIPIENT must perform all tasks and submit all reports and deliverables within the timeframes established in compliance of the contract:
 - The request for reimbursement, as specified in Section VI. PAYMENT REQUEST SUBMITTALS will be decreased by \$100.00 per day for each business day beyond the due date as defined in Deliverables 1-5 until provided to the FDACS Project Manager, unless the RECIPIENT received written approval from the Department for an extension to the due date as specified in **Section V. DELIVERABLES, MINIMUM PERFORMANCE STANDARDS, DOCUMENTATION, DUE DATES.**
2. If the RECIPIENT fails to meet the Minimum Performance Standards for Deliverables 1-5 above by June 30 (end of the state fiscal year), unless the requirements are waived by the FDACS Project Manager, the request for reimbursement for the fourth quarter will be decreased by:
 - \$50 for each NOI not completed by the end of each quarter.
 - \$50 for each IV site visit not performed by the end of each quarter.
 - \$50 for each cost-share assist not performed by the end of each quarter.
 - \$50 for each training and/or monthly staff meeting not attended by the end of each quarter.

Note:

- If the penalty is more than that month's invoice, the RECIPIENT will forfeit all compensation for that month.

- And, If the RECIPIENT forfeits three consecutive monthly payments, FDACS reserves the right to terminate the contract for cause.

VIII. CONTRACT MANAGEMENT

For FDACS:

Contract Manager

James Fort, FCCM
Contract Administration Analyst
FDACS/OAWP
The Elliot Building
407 S. Calhoun Street, MS: E1 Tallahassee,
FL 32399-0800
James.Fort@FDACS.gov
(850) 617-1713

Project Manager

Barton Wilder
Environmental Manager
FDACS/OAWP
729 E. Wade Street
Trenton, FL 32693
Barton.Wilder@FDACS.gov
(850) 688-0142 Cell

For RECIPIENT:

Contract Manager

Justin Albright, Chairperson
Marion Soil and Water Conservation District
2441 NE 3rd Street, Suite 204-2
Ocala, Florida 33470
(352) 414-7808

Project Manager

Ann Bishop
Marion SWCD
2441 NE 3rd Street, Suite 204-2
Ocala, Florida 33470
(352) 414-7808

IX. CONTRACT BUDGET **

Fiscal year budgets below are contingent on an annual legislative appropriation and compliance with purchasing and procurement laws.

Line Item Category	FY 19-20	FY 20-21	FY 21-22	TOTAL
Salaries	\$ 92,000.00	\$ 107,000.00	\$ 127,000.00	\$ 326,000.00
Benefits	\$ -	\$ 6,125.00	\$ 12,250.00	\$ 18,375.00
Equipment	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00
Travel	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00
Miscellaneous	\$ 4,100.00	\$ 11,000.00	\$ 15,000.00	\$ 30,100.00
Subtotal	\$ 101,100.00	\$ 129,125.00	\$ 159,250.00	\$ 389,475.00
Admin Fee (5 % of Subtotal)	\$ 5,055.00	\$ 6,456.00	\$ 7,963.00	\$ 19,474.00
Audit	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 12,000.00
Total	\$ 110,155.00	\$ 139,581.00	\$ 171,213.00	\$ 420,949.00

* Purchase of any field or office equipment **over \$300** not previously approved through the above budget requires written justification and pre-approval by the FDACS Project and Contract Manager.

** Annual budget amounts are estimates and will vary according to the timing of the disbursements.

***The budgeted amount for an audit is based on a FDACS pro-rata share of the expense. The actual amount will be determined and invoiced separately. **Administrative Fees may not be charged to the cost of the audit.**

****Yearly Salaries and Benefits do not include a cost of living increase. Any salary and benefit increases will follow state policy regarding salary increases and must be approved by FDACS in writing before granting the increase.

Attachment A


Field Staff Activity Report

Date Range: 10/01/2018 - 10/31/2018

Run Date: 5/29/2019

Field Staff / NOI / Document Name	NOI	CSPR	IV	Cost Share	Manual/Form Name	Created by	Date Created	Status
Smith, John (Assigned NOIs: 10)								
NOI: 21900009 (Active), Assigned to: John Smith, Signature Date: 10/11/2018, Producer: Fred C Cook , NOI Acres: 4.00	1				Statewide Cow/Calf			
NOI: 21900010 (Active), Assigned to: John Smith, Signature Date: 10/11/2018, Producer: Fred C Cook , NOI Acres: 300.00	1				Statewide Cow/Calf			
NOI: 21900011 (Active), Assigned to: John Smith, Signature Date: 10/11/2018, Producer: Fred C Cook , NOI Acres: 0.50	1				Statewide Cow/Calf			
NOI: 21900012 (Active), Assigned to: John Smith, Signature Date: 10/11/2018, Producer: Fred C Cook , NOI Acres: 0.50	1				Statewide Cow/Calf			
NOI: 41355 (Active), Assigned to: John Smith, Signature Date: 07/01/2016, Producer: William E Evers , NOI Acres: 128.80					VAC (2015)			
Cost Share Application CSA-41355-01, App Date: 10/12/2018 11:00 AM				1	General	Smith, John	10/12/18	Agreement Signed
NOI: 40018 (Active), Assigned to: John Smith, Signature Date: 10/13/2018, Producer: Philip Rogers, NOI Acres: 8.19					Statewide Equine			
IV Site Visit (Manuals prior to 2018)			1			Smith, John	10/13/18	Review
NOI: 40024 (Active), Assigned to: John Smith, Signature Date: 10/14/2018, Producer: Mitch Donaldson , NOI Acres: 35.00					Statewide Nurseries			
Common Practices Status Report		1				Smith, John	10/14/18	Review
NOI: 41623 (Active), Assigned to: John Smith, Signature Date: 08/12/2016, Producer: Bass Ranch, Inc. , NOI Acres: 866.66					Statewide Cow/Calf			
Common Practices Status Report		1				Smith, John	10/15/18	Complete
NOI: 42946 (Active), Assigned to: John Smith, Signature Date: 04/11/2017, Producer: Goodfellas, LLC , NOI Acres: 45.98					Statewide Citrus			
Cost Share Application CSA-42946-01, App Date: 10/16/2018 8:08 AM				1	General	Smith, John	10/16/18	Agreement Signed
NOI: 16100823 (Active), Assigned to: John Smith, Signature Date: 05/23/2018, Producer: David A. Morris , NOI Acres: 78.61					Statewide Cow/Calf			
Cost Share Application CSA-16100823-01, App Date: 10/17/2018 1:06 PM				1	General	Smith, John	10/17/18	Agreement Signed
Activity Totals for John Smith	4	2	1	3				
Effective Number of NOIs for John Smith that required a CPSR: 10								
Percentage of NOIs with completed CPSRs during the Report Date Range: 20.00% (2/10)								

Attachment B

 Florida Department of Agriculture and Consumer Services VEHICLE TRIP RECORD										VEHICLE/LICENSE PLATE NO:					
NICOLE "NIKKI" FRIED COMMISSIONER										VEHICLE DESCRIPTION:		CONDITION (SELECT ONE): G-GOOD F-FAIR P-POOR			
Please Print Legibly										IDLE DAYS	DOWN DAYS	PM MILES/HRS	PM DATE DUE		
RETAIN ALL RECEIPTS										MONTH:		Year:		SECTION:	
DATE	DESTINATION	BEGINNING MILEAGE	ENDING MILEAGE	TOTAL MILES	FUEL		LUBRICANTS		REPAIRS/ PREVENTIVE COSTS & MAINTENANCE	PRINT DRIVER'S NAME (*See Note Below)					
					GALS	AMT (\$)	QTS	AMT (\$)							
1									\$						
2									\$						
3									\$						
4									\$						
5									\$						
6									\$						
7									\$						
8									\$						
9									\$						
10									\$						
11									\$						
12									\$						
13									\$						
14									\$						
15									\$						
16									\$						
17									\$						
18									\$						
19									\$						
20									\$						
21									\$						
22									\$						
23									\$						
24									\$						
25									\$						
26									\$						
27									\$						
28									\$						
29									\$						
30									\$						
31									\$						
PREVENTIVE MAINTENANCE		COMMERCIAL FUEL & OIL				LAB FUEL				MAINTENANCE COSTS					
DAY	MILEAGE	COST\$	GALS:	\$	QTS:	\$	GALS:	\$							

¹ ALL DRIVERS must have a Certification & Knowledge of Use of State Vehicle, FDACS-01079 on file before driving this vehicle.

Attachment B

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF VEHICLE OPERATOR'S SAFETY INSPECTION CHECKLIST VEHICLE NO: ITEMS TO BE CHECKED P=Passed F=Failed	OPERATOR'S WEEKLY CHECK																														
	SIGNATURE																														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
CLEAN VEHICLE (INTERIOR & EXTERIOR)																															
DAMAGE (INTERIOR/EXTERIOR/MISSING EQUIPMENT)																															
SAFETY BELTS (PROVIDED/ACCESSIBLE/SERVICEABLE, ETC.)																															
TIRES (VISUALLY CHECK FOR WEAR/DAMAGE/LOW PRESSURE)																															
ENGINE OIL (CHECK LEVEL)																															
ENGINE COOLANT (CHECK LEVEL WITH ENGINE COLD)																															
ENGINE (DRIVE BELTS/PULLEYS, ETC.)																															
BATTERY (CORROSION/SECURE)																															
TRANSMISSION (AUTOMATIC FLUID LEVEL)																															
BRAKES (INCLUDES EMERGENCY BRAKE)																															
HORN																															
WINDSHIELD WIPERS (SMOOTH OPERATION AND NOT WORN OR DAMAGED)																															
INSTRUMENTS (OIL PRESSURE/BATTERY CHARGE, ETC.)																															
STEERING (SMOOTH AND NO EXCESSIVE PLAY)																															
PEDALS (BRAKE/CLUTCH/ACCELERATOR-BINDING OR WORN)																															
HEADLIGHTS (HIGH AND LOW BEAMS)																															
TURN SIGNALS (INCLUDES EMERGENCY FLASHERS)																															
LIGHTS (INCLUDES TAG AND BACK-UP)																															
MIRRORS (SIDE AND REAR VIEW)																															
MUD FLAPS																															
REGISTRATION																															

Any safety item in need of repair will cause the vehicle to be out of service until repairs are completed.
 The letter "P" or "F" will be entered in each column for the date inspected.

NICOLE "NIKKI" FRIED
COMMISSIONER

TRAVELER (Please type or print) _____
 ADDRESS _____
 CITY OF RESIDENCE _____
 STATE _____ ZIP CODE _____

FEID / SOCIAL SECURITY NO.¹ _____
 Check One: ☐ State Employee
☒ Non-employee/Independent Contractor
 CITY OF HEADQUARTERS _____
 DIVISION OF OWAP _____

[illegible]

CONTRACT
MANAGER'S
SIGNATURE: _____ DATE: _____

Attachment D**INVOICE**

RECIPIENT Name

DATE _____

Address 1

INVOICE # _____

Address 2

City, State Zip

Phone #

Email

Website

Bill To:

FL Department of Agriculture and Consumer Services

CONTRACT # _____

Office of Agricultural Water Policy

The Mayo Building, MS: E-1

407 S. Calhoun Street

Tallahassee, FL 32399

Dates of Goods/Services: _____

CONTRACT TYPE: Conservation Technicians Best Management Practices Implementation Assistance

Line Item Category

Salaries	\$
Benefits	\$
Equipment	\$
Travel	\$
Miscellaneous	\$
Subtotal	\$
Admin Fee (5 % of Subtotal)	\$
Audit	\$
TOTAL DUE	\$

Attachment E

**NICOLE "NIKKI" FRIED
COMMISSIONER**

Florida Department of Agriculture and Consumer Services
Office of Agricultural Water Policy

CONTRACT FINANCIAL CLOSE-OUT

Sections, 215.97, F.S.
Telephone: (850) 617-1700

Submit to:
OAWPInvoices@FDACS.gov

Mailing Address:
Office of Agricultural Water Policy
407 S. Calhoun Street, MS-E1
Tallahassee, Florida 32399-0800

Please fill out and sign

FDACS Contract # _____ Termination Date _____

RECIPIENT (print) _____

Contractors are required to submit closeout packages within fifteen (15) business days after contract termination or final payment, whichever is later.

Please check and fill in all applicable items below:

1. All specified contract deliverables and reports have been submitted.
2. All invoices have been submitted.
3. Invoices submitted prior to this close-out package have been paid.
4. The following invoices have been submitted but not paid:

Note: Before listing any unpaid invoices, you may check the Comptroller's website to determine whether those invoices have been paid. Instructions for using the website are on the following page.

Invoice #	Date	Amount

5. The final invoice is enclosed with "Final Invoice" noted on it. On the attached Closeout Reconciliation form, please show this amount deducted from any remaining advance and whether there is still an amount due from FDACS.
6. A check for all unused contract funds and/or other monies owed is enclosed.
7. A Contract Closeout Reconciliation form has been completed and is enclosed.

RECIPIENT's Name (print)

/ Signature

Date

Attachment F

CONTRACT FINANCIAL RECONCILIATION

You may use this template or provide the information requested in your own format.

CONTRACT #

Total Contract Amount:				
Total Advances Received:				
Total Interest Earned (must be paid back to FDACS):				
Expenditures (Amount Invoiced to FDACS):	Invoice # Advance (if applicable)	Amount Invoiced	Funds received from FDACS	Comments
	2			
	3			
	4			
Total				
Advance Reconciliation				
Total Advances Received:				
Invoices applied to Advances:				
Amount of Advance to be returned to FDACS:				
RECAP:				
Amount of Advance to be returned to FDACS:				
Amount of Interest to be repaid to FDACS:				
Amount of Overpayment received from FDACS:				
Amount of unpaid Invoice(s):				
Total to be refunded to FDACS:				
Total to be paid to RECIPIENT:				

Attachment F

Contract Financial Closeout Reconciliation Example

CONTRACT #: 23456

Total Contract Amount: 75,000.00
 Total Advances Received: 18,750.00
 Total Interest Earned
 (must be paid back to FDACS) 14.75

Expenditures (Money Invoiced to FDACS):	Invoice #	Amount Invoiced	Funds received from FDACS	Difference	Comments
	Advance1	12,500.00	12,500.00	-	
	Advance2	6,250.00	6,250.00	-	
	1	5,780.00	5,780.00	-	
	2	7,980.00	7,980.00	-	
	2		7,981.00	(7,981.00)	Paid Invoice twice
	3	15,706.00	13,580.00	2,126.00	Ineligible Costs
	4 (Final)	17,985.01	-	17,985.01	Apply to Advance balance
Total		66,201.01	54,071.00	12,130.01	

Advance Reconciliation

Advance1	12,500.00
Advance2	6,250.00
Total Advances Received:	18,750.00
Invoices applied to Advances:	17,985.01
Amount of Advance to be returned to FDACS:	764.99

RECAP:

Amount of Advance to be returned to FDACS:	764.99
Amount of Interest to be repaid to FDACS:	14.75
Amount of Overpayment received from FDACS:	7,981.00
Total to be refunded to FDACS:	8,760.74