



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER NICOLE "NIKKI" FRIED

June 27, 2019

Fred R. Ward, Chairman
Marion Soil and Water Conservation District
2441 NE 3rd Street, Suite 204-2
Ocala, Florida 33470

Dear Mr. Ward:

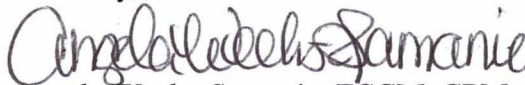
Two (2) originals of the Florida Department of Agriculture and Consumer Services (FDACS) Contractual Services Agreement 26268 with an execution date of July 1, 2019 are enclosed.

The two originals have already been signed by our Director of Administration, Joey B. Hicks. Please sign and date each original, keep one for your records, and return the other one to me at:

Ms. Angela Weeks-Samanie, FCCM, CPM
FDACS, Office of Agricultural Water Policy
407 South Calhoun Street, Mailstop E-1
Tallahassee, Florida 32399-0800

Thank you for your assistance, and feel free to call me if you need further assistance or clarification.

Sincerely,


Angela Weeks-Samanie, FCCM, CPM
Senior Management Analyst

AWS/
Enclosure



Florida Department of Agriculture and Consumer Services
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

NICOLE "NIKKI" FRIED
COMMISSIONER

This AGREEMENT, made and entered into on _____,
by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES, the DEPARTMENT, and MARION SOIL AND WATER
CONSERVATION DISTRICT, the RECIPIENT.

ARTICLE 1: TERM

1.1 Contract Period: July 1, 2019 through June 30, 2022 .

1.2 Extension and Renewal.

1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT.

1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes, may not be renewed.

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following commodities and/or services:

Conservation Technicians Best Management Practices
Implementation Assistance as stipulated in the attached
Scope of Work hereby incorporated by reference.

- 2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 93141904.
- 2.3 Deliverables. The RECIPIENT must provide the following quantifiable, measurable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable. See Section V. DELIVERABLES AND MINIMUM PERFORMANCE STANDARDS of the Scope of Work.
- 2.4 Financial Consequences. Failure to meet the deliverables of this AGREEMENT shall result in a financial consequence. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. The DEPARTMENT shall reduce payment by:
See Section VII. FINANCIAL CONSEQUENCES of the Scope of Work.
- 2.5 Department Services. The DEPARTMENT agrees to provide the following services:
See Section IV. FDACS RESPONSIBILITIES of the Scope of Work.

ARTICLE 3: COMPENSATION & EXPENSES

- 3.1 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.

3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, Florida Statutes. Authorization for travel expenses must be specified in the paragraph for payments directly above.

3.3 Invoices. Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.

3.3.1 Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

3.3.2 Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

3.4 Transaction Fee. RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(22), F.S., and any rules implementing Section 287.057, F.S.

3.5 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve

the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.

3.5.1 Pursuant to Section 215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

3.6 Contingency. In accordance with Section 287.0582, Florida Statutes, the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: INTELLECTUAL PROPERTY

- 4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any individual employed under this contract shall have any proprietary interest in the product.
- 4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- 4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- 4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable, but which exists as work independent of the

deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

- 4.5 The RECIPIENT shall fully indemnify, defend, and hold harmless the DEPARTMENT from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of RECIPIENT's products or DEPARTMENT's operation or use of RECIPIENT's product in a manner not contemplated by the AGREEMENT. If any product is the subject of an infringement suit, or in the RECIPIENT's opinion is likely to become the subject of such a suit, the RECIPIENT at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become non-infringing. If the RECIPIENT is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the RECIPIENT shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.
- 4.6 The RECIPIENT's obligations under the preceding paragraph with respect to any legal action are contingent upon the DEPARTMENT giving RECIPIENT (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the RECIPIENT's sole expense, and (3) assistance in defending the action at the RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS AND COVENANTS

- 5.1 RECIPIENT expressly acknowledges and agrees that any articles that are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.042, Florida Statutes, shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified

pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.

5.2 RECIPIENT expressly acknowledges and agrees that any articles which are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.095(3), Florida Statutes, shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.

5.3 RECIPIENT expressly acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5.4 RECIPIENT expressly acknowledges and agrees that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

5.5 RECIPIENT is informed that the employment of unauthorized aliens by any contractor is considered a violation of Section

1324a of the Immigration and Nationality Act. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT.

5.6 RECIPIENT hereby represents and warrants that it shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5.7 RECIPIENT hereby represents and warrants that it shall comply with Section 20.055, Florida Statutes.

5.8 By executing this AGREEMENT, RECIPIENT hereby represents and warrants that it has reviewed Sections 215.4725, 287.135, F.S. and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. RECIPIENT further certifies that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the RECIPIENT to civil penalties, attorney's fees,

and other penalties and consequences provided for in Statute.

ARTICLE 6: PUBLIC RECORDS

- 6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Section 119.0701, Florida Statutes, all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law.

RECIPIENT must:

- 6.1.1 Keep and maintain public records required by the DEPARTMENT to perform the service.
- 6.1.2 Upon request from the DEPARTMENT's custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, Florida Statutes, or as otherwise provided by law.
- 6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.
- 6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT or keep and maintain public records required by the DEPARTMENT to perform the service. If the RECIPIENT transfers all public records to the DEPARTMENT upon completion or termination of the contract, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion or termination of the contract, the RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT's custodian of public records,

in a format that is compatible with the information technology systems of the DEPARTMENT.

- 6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- 6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, Florida Statutes.

IF THE RECIPIENT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FRESHFROMFLORIDA.COM**

ARTICLE 7: TERMINATION

- 7.1 For Convenience. The DEPARTMENT may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the RECIPIENT, specifying the effective date of termination.
- 7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination.

7.2.1 For cause termination shall be defined as default, breach or failure of the RECIPIENT to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (i) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (ii) disallow all or part of the cost of the services not in compliance; and/or (iii) wholly or partly suspend or terminate this contract.

7.3. Obligations of parties upon termination.

7.3.1. The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2. The RECIPIENT shall:

7.3.2.1. Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

- 7.3.2.3. Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.
 - 7.3.2.4. Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.
 - 7.3.2.5. Disclose, transfer and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.
 - 7.3.2.6. Not be entitled to recover any cancellation charges or lost profits.
- 7.4. Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT.
- 7.4.1. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.
- 7.5. Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

- 8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.

- 8.2 The RECIPIENT, as applicable, shall carry out the services outlined in Article 2 of this AGREEMENT in accordance with and subject to requirements of Section 215.97, Florida Statutes.
- 8.3 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of \$750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this department resource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
- 8.4 Audits conducted pursuant to Section 215.97, Florida Statutes, shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 8.5 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, Florida Statutes, do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.
- 8.6 If the RECIPIENT expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If however the RECIPIENT elects to have an audit conducted in accordance with the provision of section 215.97, Florida Statutes, the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.

- 8.7 The DEPARTMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, Florida Statutes.
- 8.8 The DEPARTMENT shall have access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.
- 8.9 Section 215.97, Florida Statutes, does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- 8.10 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, Florida Statutes. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, Florida Statutes. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- 8.11 Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 8.12 The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- 8.13 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.
- 8.14 The RECIPIENT agrees that this AGREEMENT may be charged only with allowable costs resulting from obligations incurred during the term of this AGREEMENT.
- 8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.
- 8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

9.1.1 The RECIPIENT shall not pledge the DEPARTMENT'S credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.2 Indemnification. The RECIPIENT shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the DEPARTMENT, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the RECIPIENT, its agent, employees, partners, or subcontractors, provided, however that the RECIPIENT shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DEPARTMENT.

9.2.1 The RECIPIENT's obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at RECIPIENT's sole expense, and (3) assistance in defending the action at RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost,

expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

9.3 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT

disclaim its own negligence to the DEPARTMENT or any third party.

9.3.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

9.5 Entire AGREEMENT. The instrument, including any attachments, embodies the entire AGREEMENT of the parties. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

9.6 Applicable Law. This AGREEMENT shall be governed by the laws of the State of Florida.

9.7 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.8 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.

9.9 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.

9.10 Administration of AGREEMENT.

The Contract Manager for the DEPARTMENT is: James Fort, FCCM, Contract Administration Analyst, and is located at FDACS/OAWP, 407 S. Calhoun Street, MS: E1, Tallahassee, FL 32399-0800; Email address: James.Fort@FreshFromFlorida.com; Telephone number: (850) 617-1713.

The Contract Manager for the RECIPIENT is: Fred R. Ward, Chairperson and is located at Marion Soil and Water Conservation District, 2441 NE 3rd Street, Suite 204-2 Ocala, Florida 33470; Telephone Number: (352) 414-7808.

ARTICLE 10: CATALOG OF STATE FINANCIAL ASSISTANCE (CSFA)

10.1 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.

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistance (N/A).

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

Signature

Director of Administration
Title

Date

6/20/19

RECIPIENT

Signature

Title

Date

VICE-CHAIRMAN

7/9/19

SCOPE OF WORK

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

I. BACKGROUND

Pursuant to the Florida Watershed Restoration Act (FWRA), paragraph 403.067(7)(c) and section 570.085, F.S., the Florida Department of Agriculture and Consumer Services (FDACS), Office of Agricultural Water Policy (OAWP), is authorized to develop and adopt agricultural Best Management Practices (BMPs), and to assist agricultural producers with BMP implementation. The participation of agricultural producers in these BMP programs is important for the following reasons, among others:

- BMP implementation helps demonstrate the agricultural industry's commitment to water resource protection, and thereby helps maintain legislative, agency, and public support for this incentive-based approach to reducing agricultural impacts to water resources.
- Implementation of Florida Department of Environmental Protection (FDEP)-verified, FDACS-adopted BMPs, in accordance with rule, provides a presumption of compliance with water quality standards.
- The Florida Watershed Restoration Act (Section 403.067, F.S.) requires that nonpoint sources, such as agriculture, addressed by a Basin Management Action Plan (BMAP) either implement BMPs or conduct water quality monitoring to show that they are not violating water quality standards. If a producer does neither, the FDEP or the applicable water management district will take enforcement action.
- BMPs provide benefits to producers as well as the environment. Many producers have reduced costs and increased yields.

The Suwannee River Partnership (SRP) is a watershed management program made up of 64 partners including federal, state, and local governments, as well as private associations, to work with agricultural and urban land uses to implement water quality and conservation BMPs in the Suwannee River and Santa Fe River basins, located within the Suwannee River Water Management District (SRWMD). With funding from FDACS, the Marion Soil and Water Conservation District (SCCD) has been providing Technicians support for the implementation of agricultural BMPs in the SRP region since 2003.

There is a need to continue this assistance to ensure that agricultural producers are aware of and comply with their statutory obligation to implement FDACS BMPs.

II. OBJECTIVES

In order to increase BMP implementation assistance within the SRWMD area, FDACS will contract with Marion Soil and Water Conservation District (RECIPIENT) to fund Conservation Technicians positions to carry out the tasks described in this scope of work. The Marion Soil

and Water Conservation District will conduct a technical assistance program for producers that are implementing FDACS adopted BMPs or other FDACS approved BMP plans, and as assigned, for producers implementing federal Farm Bill related or Natural Resources Conservation Service (NRCS) conservation plans or practices.

The Technicians will work with producers on a regular basis through site visits, demonstrations, workshops, field days, and other education and technical assistance activities, to assist them in understanding and installing BMPs appropriately and in exploring new and evolving technologies.

III. RECIPIENT RESPONSIBILITIES

The RECIPIENT shall:

1. 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 shall be pro-rated according to the length of the contract and the number of months each Conservation Technician is employed in the position.

The Conservation Technicians must:

- Hold a valid 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.

2. 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 prior to execution.

3. Work closely with the FDACS Project Manager to prioritize the work performed by Conservation Technicians and office support staff and be responsible for ensuring that 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.

4. Attend the OAWP Annual Cost-share and Conservation Technician Partner meetings with the Administrative personnel and the Conservation Technicians.

5. Sponsor a Technical Working group to determine cost share priorities to maximize FDACS funding resources in collaboration with NRCS funding to address area specific resource concerns.
6. 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 shall 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.

7. Provide a vehicle 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, prior to being ordered, and
 - Properly insured and maintained according to the manufacturer's recommendations.

Note: As an eligible user, the Recipient may purchase the vehicle through purchasing agreements established and state term contracts procured, pursuant to s. 287.057, F.S. To do so, the Recipient shall request a quote to obtain 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 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 or
- Drive his/her own vehicle and be reimbursed for mileage at the current allowable rate.

Note: All Mileage 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)**.

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 Soil and Water Conservation District 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 of a representative of FDACS. 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 representative of FDACS upon request. Upon the non-appropriation of funding, termination of the contract, or at FDACS request, the RECIPIENT shall return to FDACS any equipment purchased with funds made available from this contract.

Note: Personal use of equipment purchased through this agreement is prohibited, violates the law and this Agreement, and will subject violators to 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 shall:
 - a. Direct the Recipient and Conservation Technicians in prioritizing work assignments to accomplish the deliverables under this scope of work and shall monitor related performance.

- b. Monitor the contractual deliverables and other requirements through a periodic onsite review to verify the RECIPIENT meets its responsibilities using the report generated from the information entered in the Best Management Practices Tracking System version 2/Field Staff Application (BMPTS2/FSA) database by the Conservation Technicians as well as other supporting documentation provided for in Deliverables 1-5 and shall be supported, monthly, through correspondence on deliverable performance to the Contract Manager and the Project Manager for the SWCD.
 - c. Monitor and report 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. Maintain an inventory log of any equipment purchased through this agreement using the form, **EQUIPMENT INVENTORY** and provide it to the FDACS Contract Manager by June 30th. 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 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 shall monitor the contractual deliverables and other requirements through monthly communication and reviews of the **CONSERVATION TECHNICIANS PERFORMANCE MONITORING** form and **FIELD STAFF ACTIVITY REPORT (Attachment A)** with the FDACS Project Manager to verify the RECIPIENT meets its responsibilities.
 - 3. FDACS will reimburse the Recipient for the purchase of a new vehicle up to the amount approved and allowed by 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.
 - 4. In strict consideration of the Florida's public records law (Chapter 119, F.S.) and the cost savings to the state, 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.
5. Upon contract execution and receipt of an initial invoice, FDACS will make an advance of **\$28,000.00** to the RECIPIENT for start-up funds.
6. FDACS shall 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 the Notice of Intent to Implement (NOI) BMPs and Change Forms.

Each Conservation Technician shall assist agricultural producers in enrolling in the relevant FDACS adopted BMP program by completing the BMP checklist and filing the appropriate **NOTICE OF INTENT TO IMPLEMENT (NOI) BMPs** form pursuant to Title 5M, Florida Administrative Code (F.A.C). The Conservation Technicians shall provide guidance to producers regarding which BMPs are applicable to their specific commodity type and conditions. The Conservation Technicians shall also assist producers in completing and submitting the form titled, **Change Form To Notice of Intent to Implement BMP And/Or Associated BMP** for their NOIs, including assessing newly enrolled production areas, as applicable. Priority shall be given to enrollments in BMAPs where FDACS is conducting enrollment efforts.

Each Conservation Technician shall receive training and guidance from FDACS on how to assess a property and enroll a producer in the BMP program and shall use FDACS-adopted manuals, checklists, and NOIs and attach to each NOI, the property appraiser information regarding parcel or tax identification and owner information.

Each Conservation Technician shall inquire whether the property he/she is attempting to enroll in FDACS BMPs has been previously enrolled, either under the same or different ownership. If the property has been previously enrolled and there is justification to re-enroll it (e.g., new ownership, change of commodity/manual, etc.), the Conservation Technicians shall note the previous enrollment number on the NOI. In the case of ownership change, the Conservation Technicians shall note the name of the previous owner, if known.

Completed NOI and Change Form documentation shall be provided to FDACS within two weeks from the date of signature.

Minimum Performance Standards:

Each Conservation Technician shall submit at least **36** NOI enrollments during the fiscal year and shall enter/submit the appropriate paperwork to FDACS within two weeks from the

time of signature. This Technician shall make every effort to conduct at least **12** NOI enrollments during each of quarters 1, 2, and 4.

No NOI enrollments are required for quarter 3. Priority shall be given to enrollments in BMAP areas where FDACS is conducting enrollment efforts. NOI change forms shall be used to document any changes to initial NOI information. NOI change forms do not count toward the Deliverable #1. Each Conservation Technicians shall enter/submit all original NOIs, NOI change forms and supporting documentation to the appropriate FDACS contact for that area within two weeks of the signature date.

Each Conservation Technicians shall prepare a report from the FSA database (**Attachment A**) that shows the number of NOIs completed and shall share it with the SWCD Project Manager and the FDACS Project Manager by the 10th of each month for the previous month's work. This report shall become a part of the invoice package submitted to FDACS.

Note: Failure to meet the goals of Deliverable 1 by June 30 of each fiscal year, will subject the Recipient to financial consequences as defined in **Section VII. FINANCIAL CONSEQUENCES** unless waived by both the Contract and Project Manager. Waiver of the above standard may only be granted when circumstances demand a Conservation Technicians' time be focused on other projects or other justifiable circumstances (inclement weather, producer schedule, emergencies, etc.) that prevent meeting this standard. The FDACS Project Manager may allow the Conservation Technicians to substitute work that will count toward the overall quantity of Deliverable #1. The waiver/substitution will be documented on the **CONSERVATION TECHNICIANS PERFORMANCE MONITORING**.

Deliverable #2: Conduct Implementation Verification (IV) site visits.

Each Conservation Technicians shall conduct Implementation Verification visits according to priorities set by FDACS. The purpose of IV visits shall be to observe the level of BMP implementation by enrolled producers in accordance with Rule 5M-1 and provide feedback to them, using the FSA database to record the results of the site visit. Each Conservation Technicians shall receive training and guidance from FDACS on how to complete an Implementation Verification visit as well as verification of implementation of BMPs.

Minimum Performance Standards:

Each Conservation Technician shall submit at least **36** BMP Implementation Verification visits during the fiscal year. This Technician shall make every effort to conduct **12** IV visits in each of quarters 1, 2, and 4.

No IV visits are required for quarter 3. Each Conservation Technicians shall record/enter the results of the IV site visit in the FSA database and, if necessary, provide follow up to the producer in accordance with Rule 5M-1.

The Conservation Technicians shall prepare a report that includes the number of IV visits, including the NOI numbers from FSA database (**Attachment A**) and will provide 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 shall become a part of the invoice package submitted to FDACS.

Note: Failure to meet the goals of Deliverable 2 by June 30 of each fiscal year will subject the Recipient to financial consequences as defined in **Section VII. FINANCIAL CONSEQUENCES** unless waived by both the Contract and Project Manager. Waiver of the above standard may only be granted when circumstances demand a Conservation Technicians' time be focused on other projects or other justifiable circumstances (inclement weather, producer schedule, emergencies, etc.) that prevent meeting this standard. The FDACS Project Manager may allow the Conservation Technicians to substitute work that will count toward the overall quantity of Deliverable #2. The waiver/substitution will be documented on the **CONSERVATION TECHNICIANS PERFORMANCE MONITORING**.

Deliverable #3: Assist Producers in completing an annual Common Practice Status Report (CPSR). During quarter 3, the Conservation Technicians shall assist 80% of the producers that are assigned to them with completing their CPSR(s).

Minimum Performance Standards:

Each Conservation Technicians shall provide assistance to 80% of the producers assigned to them with completing CPSRs. The project manager shall provide lists to each Conservation Technicians that specify the NOIs and producer name assigned to them. The Conservation Technicians shall prepare a report that shows the number of assists with CPSRs, including the NOI numbers from the FSA database (**Attachment A**) and provide it to the SWCD Project Manager and the FDACS Project Manager by the 10th of each month for the previous month's work. This report shall become a part of the invoice package that is submitted to FDACS. Two documented unsuccessful contact attempts shall count as a completed contact when counting the percentage complete.

Note: Failure to meet the goals of Deliverable 3 by June 30 of each fiscal year will subject the Recipient to financial consequences as defined in **Section VII. FINANCIAL CONSEQUENCES** unless waived by both the Contract and Project Manager. Waiver of the above standard may only be granted when circumstances demand a Conservation Technicians' time be focused on other projects or other justifiable circumstances (inclement weather, producer schedule, emergencies, etc.) that prevent meeting this standard. The FDACS Project Manager may allow the Conservation Technicians to substitute work that will count toward the overall quantity of Deliverable #3. The waiver/substitution will be documented on the **CONSERVATION TECHNICIANS PERFORMANCE MONITORING**.

Deliverable #4: Provide Cost-Share Assistance.

The Conservation Technicians shall 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.

Each Conservation Technicians shall assist producers who are participating in FDACS cost-share programs. This will primarily pertain 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:

Conservation Technician #1 shall provide assistance on at least **10** cost-share projects and Conservation Technician #2 shall provide assistance on at least **5** cost-share projects during the fiscal year, subject to available cost-share funding. A cost share assist is defined as a completed cost share agreement. Conservation Technician #1 shall make every effort to conduct **3** cost share assists and Conservation Technician #2 shall make every effort to conduct **2** cost share assists during each of quarters 1, 2, and 4. Each Conservation Technicians shall prepare a report showing the number of FDACS cost-share assists, including the NOI numbers from the FSA database (**Attachment A**) and shall 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 shall become a part of the invoice package that is submitted to FDACS.

Note: Failure to meet the goals of Deliverable 4 by June 30 of each fiscal year will subject the Recipient to financial consequences as defined in **Section VII. FINANCIAL CONSEQUENCES** unless waived by both the Contract and Project Manager. Waiver of the above standard may only be granted when circumstances demand a Conservation Technicians' time be focused on other projects or other justifiable circumstances (inclement weather, producer schedule, emergencies, etc.) that prevent meeting this standard. The FDACS Project Manager may allow the Conservation Technicians to substitute work that will count toward the overall quantity of Deliverable #4. The waiver/substitution will be documented on the **CONSERVATION TECHNICIANS PERFORMANCE MONITORING**.

Deliverable #5: Participate in staff training and monthly staff meetings.

The Conservation Technicians shall undergo any needed training to increase understanding of FDACS-adopted commodity-specific BMPs, promote consistency in conducting onsite BMP assessments/enrollments, conduct BMP Implementation Verification site visits, annual CPSRs, and to enhance effectiveness in working with producers on BMP implementation. This training may include events conducted by the FDACS/OAWP, University of Florida, Institute of Food and Agricultural Science (UF/IFAS) Extension workshops, 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 Technicians are working. In addition, participation in monthly staff meetings is necessary for the Conservation Technicians to receive information regarding budgets, priorities, training, and other information provided by the Environmental Manager in their area.

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

Minimum Performance Standards:

Each Conservation Technicians shall attend (in person or conference call) at least **4** training events per year and at least **10** monthly staff meetings per year as scheduled. The number of training events and monthly staff meetings attended shall be supported through the submission of agendas, presentations, and attendee sign-in lists (in PDF format) by each Conservation Technicians to the SCCD Project Manager and the FDACS Project Manager by the 10th of each month for the previous month's work.

Note: Failure to meet the goals of Deliverable 5 by June 30 of each fiscal year will subject the Recipient to financial consequences as defined in **Section VII. FINANCIAL CONSEQUENCES** unless waived by both the Contract and Project Manager. Waiver of the above standard may only be granted when circumstances demand the Conservation Technicians' time be focused on other projects or other justifiable circumstances (inclement weather, producer schedule, emergencies, etc.) that prevent meeting this standard. The FDACS Project Manager may allow the Conservation Technicians to substitute work that may count toward the overall quantity of Deliverable #5. The waiver/substitution will be documented on the **CONSERVATION TECHNICIANS PERFORMANCE MONITORING**.

Deliverable #6: 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, F.S. 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 shall 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 D)** and the

CONTRACT FINANCIAL RECONCILIATION (Attachment E). The RECIPIENT shall 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: \$330,465

VI. PAYMENT REQUEST SUBMITTALS

The Recipient shall 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 in the invoice, the regional Financial Analyst will forward the payment request, electronically, to the FDACS Contract Manager through the OAWP mailbox for final review and payment processing.

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

INVOICE

Invoices shall be submitted monthly and shall include the following:

1. Billing agency invoice number.
2. Official Florida Department of Agriculture and Consumer Services (FDACS) contract number (see upper right-hand corner of the first page of executed contract.)
3. Dates of goods/services.
4. Expenditures broken out by the budgeted line item categories defined in **Section IX. CONTRACT BUDGET.**
5. Billing amount.
6. Name and address of Recipient (authorized payee).

The first invoice for payment will be 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 monthly invoices:

Salaries

- **Timesheets** - Signed and dated by each Conservation Technicians and his/her SWCD supervisor.
- **Payroll** - Payroll Reconciliation Detail/Registers showing salary, payroll taxes and benefits expense.

Travel

As set forth in Section 112.061, Florida Statutes when requesting reimbursement for 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 C)** and include the following supporting documentation:

- **Lodging, meals, or incidentals** such as taxis, tolls, parking or car rentals and fuel for car rental: a copy of paid hotel receipts, parking vouchers, taxi receipts, toll receipts, car rental agreements with rental and fuel payment receipts plus any meeting, conference, or training agendas or sign-in sheets, PowerPoint presentations or brochures as supporting documentation.
- **Mileage** - when using a personal vehicle for overnight business travel that is used less than 100% of the time for services identified in this agreement and at the current allowable rate of .445 per mile. The mileage reimbursement must be submitted as an incidental expense on a **State of Florida IN-STATE TRAVEL EXPENSES VOUCHER FOR REIMBURSEMENT form, FDACS-01173 Rev. 09/12 (Attachment C)**.

Utilities

- Electricity, Water, Sewer

Miscellaneous / Other

- Allowable expenses – such as fuel (other than travel) for agency vehicles for day to day operation requires not only the receipts but mileage must be documented on form **VEHICLE TRIP RECORD (Attachment B)**, office/field supplies, postage, office phone, internet, cell phones services (breakdown of FDACS portion of each bill), general liability insurance rent, utilities, if applicable, for reimbursement must include copies of detailed receipts.

Note: Stipends are taxable and will be included as income.

- Mileage (when using personal vehicle for day-to-day operations other than overnight travel) - used less than 100% of the time for services identified in this agreement and at the current allowable rate of .445 per mile. The mileage reimbursement must be submitted as an incidental expense on a **State of Florida IN-STATE TRAVEL EXPENSES VOUCHER FOR REIMBURSEMENT form, FDACS-01173 Rev. 09/12 (Attachment C)**.

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 and shall receive an FDACS identification tag.
- The equipment referenced above shall 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**

VII. FINANCIAL CONSEQUENCES

1. The Recipient shall 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 the fourth quarter.
 - \$50 for each IV site visit not performed by the end of the fourth quarter.
 - \$50 for each cost share assist not performed by the end of the fourth quarter.
 - \$50 for each training and/or monthly staff meeting not attended by the end of the fourth quarter.

Note:

- If the penalty is more than that month's invoice, the Recipient shall 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
407 S. Calhoun Street, MS: E1
Tallahassee, FL 32399-0800
James.Fort@FreshFromFlorida.com
(850) 617-1713

Project Manager

Jody Lee
Environmental Manager
FDACS/OAWP
4049 Reid St
Palatka, FL 32178-2529
Jody.Lee@FreshFromFlorida.com
(386) 329-4812

For Recipient:

Contract Manager

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

IX. CONTRACT BUDGET **

Fiscal year budgets below are contingent upon the State of Florida annual Legislative appropriation and compliance to purchasing and procurement laws.

Line Item Category	FY 19-20	FY 20-21	FY 21-22	TOTAL
Salaries	\$ 92,000	\$ 92,000	\$ 92,000	\$ 276,000
Benefits	\$ -	\$ -	\$ -	\$ -
Equipment	\$ 2,000	\$ 2,000	\$ 2,000	\$ 6,000
Travel	\$ 3,000	\$ 3,000	\$ 3,000	\$ 9,000
Miscellaneous	\$ 4,100	\$ 4,100	\$ 4,100	\$ 12,300
Subtotal	\$ 101,100	\$ 101,100	\$ 101,100	\$ 303,303
Admin Fee (5 % of Subtotal)	\$ 5,055	\$ 5,055	\$ 5,055	\$ 15,165
Audit	\$ 4,000	\$ 4,000	\$ 4,000	\$ 12,000
FY TOTAL	\$ 110,155	\$ 110,155	\$ 110,155	\$ 330,465
CONTRACT TOTAL				\$330,465

* 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 an 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.**

**** Cost-of-Living Adjustments (COLA) are taken into consideration to determine the Salary and Benefit budgeted amount. The budget amounts include FDACS pro-rata share.

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: _____ VEHICLE DESCRIPTION: _____				CONDITION (SELECT ONE): G-GOOD F-FAIR P-POOR			
NICOLE "NIKKI" FRIED COMMISSIONER							Please Print Legibly ***RETAIN ALL RECEIPTS***		MONTH: _____ Year: _____		SECTION: _____			
							IDLE DAYS		DOWN DAYS		PM MILES/HRS		PM DATE DUE	
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

Address 1

Address 2

City, State Zip

Phone #

Email

Website

DATE _____

INVOICE # _____

Bill To:

FL Department of Agriculture and Consumer Services

Office of Agricultural Water Policy

The Mayo Building, MS: E-1

407 S. Calhoun Street

Tallahassee, FL 32399

CONTRACT # _____

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:
OAWP.Invoices@FreshFromFlorida.com

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

Bishop, Ann

From: Weeks-Samanie, Angela <Angela.Weeks-Samanie@freshfromflorida.com>
Sent: Wednesday, July 31, 2019 5:46 PM
To: Bishop, Ann - NRCS, Ocala, FL
Cc: Lee, Jody; Pace, Katrina; Fort, James
Subject: Contract Replacement Page
Attachments: DOC073119-07312019161043.pdf

Good afternoon Ann,

The wrong number was assigned to the Marion Contract. Our office received notification to change the number of the newly executed Conservation Technician contract from 26268 to 26238 and provide a replacement page for your records. Therefore, please replace page one (only) of the newly executed Conservation Technician contract with the attached page. Thank you for your cooperation.

Angela Weeks-Samanie, FCCM, CPM
Senior Management Analyst Supervisor
Office of Agricultural Water Policy
Florida Department of Agriculture and Consumer Services
(850) 617-1706
(850) 661-1754 (cell)
Angela.WeeksSamanie@FreshFromFlorida.com

Physical Address:
The Elliot Building
401 South Monroe, MS: E-1
Tallahassee, Florida 32399

Mailing Address:
The Mayo Building
407 South Calhoun Street, Mail Stop E1
Tallahassee, Florida 32399-0800

<https://gcc02.safelinks.protection.outlook.com/?url=www.floridaagwaterpolicy.com&data=02%7C01%7C%7C8850123a0df64f85df4808d716007d84%7Ced5b36e701ee4ebc867ee03cfa0d4697%7C0%7C1%7C637002064158573953&am p;sdata=9KSoPG8zfH8OAKHRdnWeQq%2Bs8qs4O4pK0lINwPqY0Kw%3D&reserved=0>
<https://gcc02.safelinks.protection.outlook.com/?url=www.FreshFromFlorida.com&data=02%7C01%7C%7C8850123a0df64f85df4808d716007d84%7Ced5b36e701ee4ebc867ee03cfa0d4697%7C0%7C1%7C637002064158573953&sd ata=H8fd7URCRH5Isu6arsjfinr562Ee%2BSQLQbAE%2BEN%2FxG4%3D&reserved=0>

Please note that Florida has a broad public records law (Chapter 119, Florida Statutes). Most written communications to or from state employees are public records obtainable by the public upon request. Emails sent to me at this email address may be considered public and will only be withheld from disclosure if deemed confidential pursuant to the laws of the State of Florida.

-----Original Message-----

From: ag-water-scanner@freshfromflorida.com <ag-water-scanner@freshfromflorida.com>
Sent: Wednesday, July 31, 2019 4:11 PM
To: Weeks-Samanie, Angela <Angela.Weeks-Samanie@freshfromflorida.com>
Subject: Send data from MFP11609905 07/31/2019 16:10



Florida Department of Agriculture and Consumer Services
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

NICOLE "NIKKI" FRIED
COMMISSIONER

This AGREEMENT, made and entered into on July 1, 2019,
by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES, the DEPARTMENT, and MARION SOIL AND WATER
CONSERVATION DISTRICT, the RECIPIENT.

ARTICLE 1: TERM

1.1 Contract Period: July 1, 2019 through June 30, 2022.

1.2 Extension and Renewal.

1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT.

1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes, may not be renewed.

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following commodities and/or services: