

## ATTACHMENT A

### DISTRICT-PRODUCER BMP COST SHARE AGREEMENT

This District-Producer Best Management Practices Cost Share Agreement (Agreement) between ENTER DISTRICT NAME (FUNDING SOURCE), (hereafter, District), and ENTER PRODUCER NAME, (hereafter, Producer), who is the landowner or Producer of record on Notice of Intent to Implement (NOI) #ENTER NOI#. This Agreement is for the provision of cost share support related to implementation of Best Management Practices (BMP) and other projects for the advancement of water quality and water conservation projects approved by the Florida Department of Agriculture and Consumer Services (FDACS or Department).

WHEREAS, on [date DATE OF EXECUTION OF DEPARTMENT CONTRACT WITH DISTRICT], the Department and the District entered into State Financial Assistance Agreement Contract #ENTER DEPARTMENT DISTRICT CONTRACT # (hereinafter, Department-District Agreement) to administer the cost share program and reimburse Producers for approved and completed BMP Project costs.

WHEREAS, the Department-District Agreement #ENTER DEPARTMENT DISTRICT CONTRACT # will expire on [DATE OF EXPIRATION OF DEPARTMENT CONTRACT WITH DISTRICT], unless extended.

WHEREAS, it is the policy of the Department and the District to encourage implementation and compliance with Best Management Practices (BMPs) by landowners and producers through the Department's BMP Cost Share Program administered in part by the District.

WHEREAS, the Department provides the District administrative support and funding by which to reimburse Producers for approved and completed BMP Projects in accordance with all the criteria set forth in the Department-District Agreement.

WHEREAS, the District has authority pursuant to section 582.20(3), F.S., to enter into this Agreement with this Producer.

WHEREAS, it is the intent of the District and Producer to enter into this Agreement to reimburse the Producer for the completed BMP Project approved by the Department as more fully described in Exhibit A - Work Plan / Scope of Work (hereinafter, Work Plan). Exhibit A – Work Plan is attached hereto and incorporated by reference.

WHEREAS, the Producer agrees to be bound by the applicable terms and conditions of the Department-District Agreement (incorporated by reference).

WHEREAS, the Producer agrees to the BMP eligibility criteria, BMP cost share criteria, and application process set forth in the Department-District Agreement.

WHEREAS, the Producer agrees to the applicable terms, conditions, and criteria set forth in the Work Plan and Worksheet(s). The Work Plan and Worksheet(s) are attached hereto and incorporated by reference.

WHEREAS, if applicable, the Producer agrees to BMP data collection and reporting as provided in the Work Plan and Worksheet(s) for the Term of the Agreement.

WHEREAS, if the Producer fails to collect and provide the BMP data to the Department in accord with the Work Plan, the Producer may be assessed financial consequences, including repayment of a portion of the cost share reimbursement and future BMP cost share program ineligibility.

WHEREAS, if the Producer sells or ceases to use equipment funded under this Agreement prior to the expiration of this Agreement, the Producer has to notify FDACS in writing within five (5) days and will repay by pro rata basis at a rate of 33% per year from the date of initial purchase until the cost share is reimbursed.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

**1. Recitals and Term.**

- a. All the WHEREAS recitals above are incorporated into this Agreement and are binding on the parties.
- b. Term: The term of this Agreement shall not exceed **twelve (12) months** from the date of execution of this Agreement or the date of expiration of the Department-District Agreement Contract **#ENTER DEPARTMENT DISTRICT CONTRACT #**, whichever occurs sooner. Agreements with a Task 3 Data Collection and Reporting Requirement shall remain in effect for six months after the duration of the data collection and reporting requirement as specified in the Work Plan are complete.
- c. Extension. Extension of this Agreement 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 Agreement. There shall be only one extension of this Agreement unless the delay in completing the criteria set forth in the Work Plan is due to events beyond the control of the Producer.

**2. SERVICES**

- a. Work Plan / Scope of Work. The Producer agrees to timely complete all Tasks and deliverables as described in the Work Plan approved by the Department, as attached as Exhibit A, and incorporated by reference.
- b. Deliverables/Tasks. The Producer must provide the following quantifiable, measurable, and verifiable deliverables which must be completed and accepted in writing by the Department contract manager before payment by the District. These deliverables are directly related to the Work Plan specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable. The Producer agrees to complete each Task in accord with Project Timeline in the Work Plan.
- c. Financial Consequences. Failure to complete the deliverables of this Agreement shall result in a financial consequence. The Producer shall perform all deliverables according to the Project Timeline in the Work Plan unless extended by the Department.
  - i. If the Producer fails to complete Task 1 or 2, the Producer will be reimbursed \$0.00 for the Task.
  - ii. If the Producer fails to provide the data collection and reporting required by Task 3 (if applicable), the District shall impose a financial consequence of \$100 per day, up to a maximum of \$5,000, for each day the required data is withheld.

- iii. If the Producer fails to provide the data collection and reporting required by Task 3 (if applicable), the Producer shall be deemed ineligible to participate in a future BMP cost share reimbursement program.
  - iv. If the Producer sells or ceases to use equipment funded under this Agreement prior to the expiration of this Agreement, the Producer has to notify FDACS in writing within five (5) days and will repay by pro rata basis at a rate of 33% per year from the date of initial purchase until the cost-share is reimbursed.
- d. District Services. The District, with the assistance of the Department, agrees to provide the services as specified in the Department-District Agreement and reimbursements as specified in Work Plan.

### **3. COMPENSATION & EXPENSES**

- a. The District, with written approval by the Department, will reimburse the Producer an amount not to exceed the Total specified in the Work Plan Budget Detail, unless the Department approves in writing an increase in the Work Plan Budget Detail.
- b. Travel Expenses. No travel is authorized under this Agreement.
- c. Invoices. Invoices for reimbursement requests for completed Tasks shall be submitted to the District and the Department in detail sufficient for a proper pre-audit and post-audit review.
- d. Payment for invoices.
  - i. The Producer shall submit to the District a completed Direct Deposit/ACH Authorization Form and W-9 Form with the BMP Cost Share Application (CSA). The Producer's / Entity's name shall match on the Direct Deposit/ACH Authorization Form, W-9 Form, BMP CSA, and on the project quotes.
  - ii. Invoices for reimbursement will be reviewed by the District and Department and paid by the District within 40 days of receipt of an accepted invoice. The District and Department will have ten (10) working days to inspect and review invoices and request additional supporting documentation.
- e. Invoices must include all required reports, forms, and documentation as defined in this Agreement to be accepted as complete by the District and Department. Invoices determined to be incomplete will be returned to the Producer within ten (10) working days of submission to the District and Department.
- f. Invoices returned by the District to the Producer (whether incomplete or due to preparation errors) will result in a payment delay. Invoice payment timelines do not start until a properly completed invoice is provided to the District and Department.
- g. 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 District and Producer shall participate in mandatory binding arbitration.
- h. Contingency. The District's performance and obligation to pay under this Agreement is contingent on available budget in a current Department-District Agreement. In accordance with Section 287.0582, F.S., the Department's performance and obligation to pay the District under the Department-District Agreement is contingent upon an annual appropriation by the Legislature. Payments under the Department-District Agreement are further subject to the approval of the State Chief Financial Officer (Department of Financial

Services). The unavailability of funds shall not be grounds for a suit against the District or Department.

#### **4. FINANCIAL MATTERS**

- a. Producer must comply with the relevant FINANCIAL MATTERS requirements applicable to this Agreement as more fully described in the Department-District Agreement incorporated herein by reference.

#### **5. ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS**

- a. Producer acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Producer knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Producer agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
- b. Producer 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).
- c. Producer shall comply with Section 20.055, F.S.

#### **6. TERMINATION**

- a. For Convenience. The District with written approval of 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 Producer, specifying the effective date of termination.
- b. For Cause. The District with written approval of 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. If, after termination, it is determined that the Producer was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District as described above. The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this Contract.
  - i. For cause termination shall be defined as default, breach, or failure of the Producer to fulfill any of its obligations hereunder.
  - ii. Opportunity to cure. Prior to the exercise of any remedy provided for herein, the District shall provide thirty (30) calendar days written notice of default and shall provide the Producer the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the District shall have all rights and remedies provided at law or in equity, including without limitation the following: (1) temporarily withhold reimbursement payments pending correction of the deficiency by the Producer; (2) disallow all or part of the cost of the services not in compliance; and/or (3) wholly or partly suspend or terminate this contract.

- c. Obligations of parties upon termination.
  - i. The District shall pay and/or reimburse Producer for services satisfactorily completed Tasks in accordance with the terms and conditions outlined in the Work Plan, subject to any damages sustained by the District. Upon the effective date of termination, the District 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.
  - ii. The Producer shall:
    - 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 District and Department during the notice period.
    - 2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.
    - 3. Take actions necessary, or that the District may direct, for the protection and preservation of the work produced under this Agreement.
    - 4. Produce to the Department any data collected as of the date of termination.
    - 5. Return and deliver to the District its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.
    - 6. Not be entitled to recover any cancellation charges or lost profits.
- d. 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. 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.
- e. Notwithstanding the above, the Producer shall not be relieved of liability to the District for damages sustained by the District by virtue of any termination, default or breach of this Agreement by the Producer.

## **7. PUBLIC RECORDS**

- a. All documents, including papers, letters, or any other records or materials prepared pursuant to this Agreement are subject to Florida's Public Records Act, Chapter 119, F.S., and Producer shall comply with all the applicable requirements. The Producer has the obligation to specify whether any record is confidential or exempt from disclosure as a public record.
- b. The District shall have the right of unilateral cancellation for refusal by the Producer to allow public access to all documents, papers, letters, or other material made or received by the Producer in conjunction with the contract, unless the records are confidential and exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.
- c. IF THE PRODUCER HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PRODUCER'S DUTY TO PROVIDE PUBLIC**

## **RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

### **C/O DISTRICT CONTRACT MANAGER**

#### **8. GENERAL PROVISIONS**

- a. Independent Contractor. The Producer, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the District.
- b. Indemnification. The Producer shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the District, 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 Producer, its agent, employees, partners, or subcontractors, provided, however that the Producer shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the District.
- c. Liability. The District shall not assume any liability for the acts, omissions to act or negligence of the Producer, its agents, servants, and employees, nor shall the Producer disclaim its own negligence to the District or any third party.
- d. Amendments. Any changes to this Agreement or Work Plan must be mutually agreed upon and incorporated in written amendments to this Agreement.
- e. Severability. If 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.
- f. Compliance. Producer 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.
- g. Data Ownership. The Department and the Producer will own all the data collected pursuant to the Work Plan. The Department will have the right to use the data for whatever purpose it sees fit.
- h. Survival. The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Article 2.c.-Financial Consequences; Article 4-Financial Matters; Article 7-Public Records; Article 8b-Indemnification; Article 8c-Liability; Article 8g-Data Ownership; and the Work Plan's Data Collection and Reporting requirements will survive the termination of this Agreement.
- i. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this

Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

- j. The delay or failure by the District to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- k. Administration of Agreement.
  - i. The contract manager for the District is ENTER DISTRICT CHAIRMAN and is located at ENTER DISTRICT MAILING ADDRESS. Their phone number is ENTER DISTRICT PHONE NUMBER. Their email address is: ENTER DISTRICT EMAIL ADDRESS.
  - ii. The contract manager for the Producer is ENTER PRODUCER / BUSINESS/ W-9 NAME and is located at ENTER PRODUCER ADDRESS. Their phone number is ENTER PRODUCER PHONE NUMBER. Their email address is: ENTER PRODUCER EMAIL.
  - iii. The contract manager for the Department is Misty Friend, or designee, and is located at 315 S. Calhoun Street, Tallahassee, FL, 32399. Their phone number is (850) 617-1700. Their email address is: [Misty.Friend@FDACS.gov](mailto:Misty.Friend@FDACS.gov).

Substitution of a contract manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other contract manager shall be informed in writing within seven (7) business days of the substitution.

- l. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth herein.
- m. Entire Agreement. This Agreement, including the Department-District Agreement, all exhibits, attachments, and addenda hereto, embodies the entire Agreement and understanding of the parties. This Agreement supersedes all previous oral or written communications, representations, or existing Agreements on this subject matter.
- n. Affidavit for Nongovernmental Entity. Pursuant to Section 787.06(13), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in Section 287.138(1), F.S., an officer or representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, F.S. An affidavit substantially similar to the [FDACS Non-Coercion for Labor or Services Affidavit \(FDACS-01364\)](#) must be completed and returned to the District within ten (10) business days of the contract being executed, renewed, or extended. Email the completed affidavit to the District's contract manager and reference the CSA-Contract number in the subject line.

~ Remainder Left Blank ~

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the parties have caused to be executed this Agreement by the undersigned officials duly authorized:

DISTRICT

PRODUCER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Project Verification prior to execution of this Agreement**

The FDACS Contract Manger and Project Manager have reviewed the Producer's Application, the Agreement, the Work Plan, the Department-District Agreement Contract **#ENTER DEPARTMENT DISTRICT CONTRACT #,** and have verified that the BMP Project described in the Work Plan is on the approved list, funds are available, and the documents satisfy the statutory requirements.

FDACS CONTRACT MANAGER

FDACS PROJECT MANAGER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## ATTACHMENT A

### EXHIBIT A

### WORK PLAN

**PROJECT TITLE:** Best Management Practices (BMP) Cost Share Project (CSA-ENTER NOI NUMBER).

**PRODUCER AND PROJECT LOCATION:** This project takes place on the agricultural operation of NAME OF PRODUCER FOR W-9 (Producer) in ENTER PRODUCER CITY, FL located in the following Basin Management Action Plan(s) (BMAP):

ENTER BMAP(S)
ENTER BMAP(S)
ENTER BMAP(S)

**PROJECT ITEMS:** This project will reimburse the Producer for the purchase of the following item(s) in the table below, hereinafter referred to as Item(s):

ENTER PROJECT TYPE (NUTRITION MANAGEMENT IRRIGATION MANAGEMENT, WATER RESOURCE PROTECTION,	ENTER SUB-TYPE	ENTER ACTUAL COST SHARE ELIGIBLE ITEM
ENTER PROJECT TYPE (NUTRITION MANAGEMENT IRRIGATION MANAGEMENT, WATER RESOURCE PROTECTION,	ENTER SUB-TYPE	ENTER ACTUAL COST SHARE ELIGIBLE ITEM
ENTER PROJECT TYPE (NUTRITION MANAGEMENT IRRIGATION MANAGEMENT, WATER RESOURCE PROTECTION,	ENTER SUB-TYPE	ENTER ACTUAL COST SHARE ELIGIBLE ITEM
ENTER PROJECT TYPE(NUTRITION MANAGEMENT IRRIGATION MANAGEMENT, WATER RESOURCE PROTECTION,	ENTER SUB-TYPE	ENTER ACTUAL COST SHARE ELIGIBLE ITEM

**PROJECT BACKGROUND:** In the current State Fiscal Year, the Producer submitted a funding request to participate in the Florida Department of Agriculture and Consumer Services (FDACS) Office of Agricultural Water Policy (OAWP) BMP Cost Share Program (Program). The Program provides cost reimbursement to eligible agricultural producers and/or landowners (Producer) to assist in the implementation of the BMPs the Producer is responsible for under the Producer's Notice of Intent to Implement BMPs (NOI). **NAME OF FUNDING DISTRICT (District)** is partnering with FDACS to administer the BMP Cost Share Program.

**PROJECT DESCRIPTION:** The Producer will purchase Item(s) to implement BMP(s) under the Producer's NOI. The District will reimburse **ENTER NUMERICAL PERCENTAGE PRODUCER CHOSE** percent of the Producer's purchase of Item(s). The Producer is responsible for procurement and any applicable installation associated with this project.

**TASKS:** Task 1 and Task 2 are required for all Producers. Task 3 is required for Producers receiving 80 percent or 90 percent cost share from the District. The Producer receiving reimbursement pursuant to Task 3 must continue to collect and report project-specific data for two years, if receiving 80 percent cost reimbursement, or four years, if receiving 90 percent cost reimbursement.

**COST SHARE PERCENTAGE:** Producer is eligible to receive up to 90 percent cost share of the Total Estimated Project Cost from the District, depending on the Producer's voluntary participation to share project-specific data, with a maximum not to exceed \$150,000.00.

- If receiving 75% cost share, Producer must complete Tasks 1 and 2.
- If receiving an 80% cost share, Producer must complete Tasks 1, 2, and 3 and must collect and report project-specific data for two years.
- If receiving a 90% cost share, Producer must complete Tasks 1, 2, and 3 and must collect and report project-specific data for four years.

Producer elected **ENTER NUMERICAL PERCENTAGE PRODUCER CHOSE** percent cost share reimbursement and is required to collect and report data for **ENTER NUMBER OF YEARS** years.

### **Task 1: Purchase and Delivery of Item(s)**

**Deliverables:** The Producer will prepare an order for the Item(s) from a vendor that provided one of the two quotes submitted to FDACS by the Producer (Exhibit B). Producer shall then purchase the Item(s). Producer will submit Worksheet 1 – Proof of Purchase which validates that the purchase took place based on the information provided in the quote obtained from the vendor chosen by the Producer.

**Documentation:** Task 1 will be complete when the Producer has submitted and FDACS has approved the information provided in Worksheet 1 – Proof of Purchase and accompanying documents.

**Performance Standard:** The FDACS contract manager (or designee) will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by FDACS contract manager of all deliverables for Task 1, the Producer may request cost reimbursement from the District for Task 1 and may proceed with Task 2.

**Financial Consequence:** If the Producer fails to purchase the Item(s), or fails to provide the required documentation, it shall result in a \$0 reimbursement for Task 1 until the Producer completes this Task.

### **Task 2: Submit Reimbursement Request**

**Deliverables:** When the Producer receives and places Item(s) into service, the Producer will submit Worksheet 2 – Reimbursement Request.

**Documentation:** Task 2 will be complete when the Producer has submitted and FDACS has approved the information provided in Worksheet 2 – Reimbursement Request and accompanying documents.

**Performance Standard:** The FDACS contract manager (or designee) will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by FDACS contract manager of all deliverables under this task, the Producer may proceed with requesting cost reimbursement from the District for Task 2 and, if applicable, may proceed with Task 3. If applicable, a Task 3 Commencement Date will be assigned following the completion of Task 2.

**Financial Consequence:** If the Producer fails to place the Item(s) into service, or fails to provide the required documentation, it shall result in a \$0 reimbursement for Task 2 until the Producer completes this Task.

### **Task 3: Data Collection and Reporting**

**Deliverables:** The Producer will collect the following data based on the percent cost share identified in the funding request and provide a report at the time of the next Implementation Verification (IV) conducted by FDACS staff. The reporting intervals shall be every 2 years following the initial IV date. FDACS and Producer will own all the data collected and reported by the Producer. The Task 3 Data Collection and Reporting requirement will end four (4) years after the Task 3 Commencement Date. After the completion of the Task 3 Data Collection and Reporting requirements, the Producer and the Department may agree to a memorandum of understanding to continue voluntary Data Collecting and Reporting.

## Data Reporting Requirement:

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**Documentation:** The Producer will complete Worksheet 3 or an electronic version of Worksheet 3 and submit the project-specific data collection report prior to the date of the IV. FDACS will review and provide guidance regarding the completeness of the data collected. **Data provided in response to the requirements of Worksheet 3 which satisfy the requirements of section 403.067(7)(c)(6), Florida Statutes, are confidential and exempt.**

**Performance Standard:** The FDACS Contract Manager will verify the submittal of complete data consisting of the above required fields prior to the time of the IV. FDACS Field Staff may review the report with the Producer during the IV. Upon written acceptance of the Contract Manager for the 2-year or 4-year report, this task will be deemed complete, and the agreement is ready for close-out.

**Financial Consequence:** If the Producer fails to provide data, the District may recoup from the previously paid reimbursement \$100 per day, not to exceed \$5,000, for each day past the date the IV is due.

**Nonperformance Consequences:** If the Producer does not meet the reporting requirements of Task 3 up to 10 business days after the IV site visit is completed, FDACS reserves the right to withhold future participation in cost reimbursement funding through the Office of Agricultural Water Policy for a minimum of three (3) years.

## **PROJECT TIMELINE AND BUDGET DETAIL**

**PROJECT TIMELINE:** The tasks must be completed, and all documentation received by the corresponding task end date. The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task	Task Title	Task Start Date	Task End Date
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No.			
1	Purchase of Item(s)	Agreement Execution Date	When Submitted and Approved
2	Submit Documentation for Reimbursement	When Task 1 is Approved	June 1.
3	Data Collection and Reporting, if applicable	When Task 2 is Approved	End Date of Agreement

**BUDGET DETAIL:** Cost reimbursable funding must not exceed the budget amounts as indicated below. Match funding shall be provided in the categories indicated below. This budget detail is based on the information provided by the Producer's funding request and quotes received.

<u>Item(s)</u>	Price	Producer Share	District Share
ENTER ITEM	ENTER PRICE	ENTER PRICE	ENTER PRICE
ENTER ITEM	ENTER PRICE	ENTER PRICE	ENTER PRICE
ENTER ITEM	ENTER PRICE	ENTER PRICE	ENTER PRICE
ENTER ITEM	ENTER PRICE	ENTER PRICE	ENTER PRICE
ENTER ITEM	ENTER PRICE	ENTER PRICE	ENTER PRICE
<b>Total</b>			

Note: The budget for this project is estimated and subject to change as the project progresses. An amendment may be necessary if replacement costs and/or program income amounts differ from the original amounts. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of FDACS if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Producer with this and future requests for extension.

## ATTACHMENT A –

### WORKSHEET 1

#### CERTIFY ITEM ELIGIBILITY AND PROOF OF ORDER

The Producer must certify the eligibility of the item(s) will provide proof of purchasing the items listed in the Work Plan by attaching to this worksheet the following information:

1. The item(s) being purchased is on the FDACS approved project type list and will be used to implement an enrolled BMP?

Yes \_\_\_\_\_ or No \_\_\_\_\_

If No, did the Director of the Office of Agriculture Water Policy give written approval for item? If so, please attach to the RFR.

2. Attach a copy of the order/purchase which must contain the following items:

- Date of order/purchase
- Estimated delivery date
- Cost breakdown by line-item
- Total cost
- Manufacturer name
- Item name
- Model number

The awarded Producer, certifies the accuracy of the information provided in this worksheet and has attached the required documentation to support the purchase of eligible item(s).

Producer Name: \_\_\_\_\_

Producer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Field Staff Name, Title: \_\_\_\_\_

Field Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### WORKSHEET 2

#### PROOF OF DELIVERY AND REIMBURSEMENT REQUEST

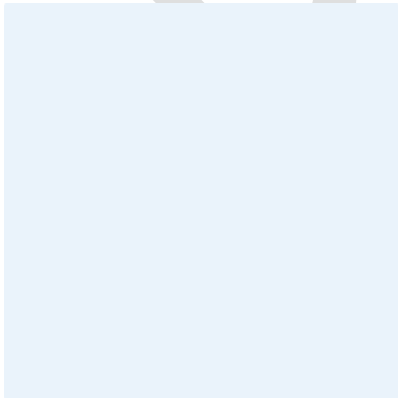
Once the item(s) are delivered, the Producer will contact the FDACS field staff to conduct a site visit. FDACS will collect the following information:

- Confirmation of all features funded (using purchase order from Worksheet 1) are included with the item(s).
- GIS shape of area where item(s) will be used. Example:

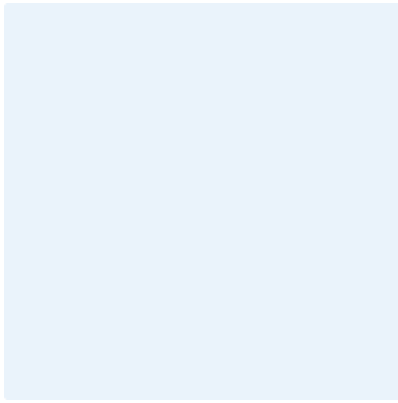


- Please provide a picture(s) which satisfies each of the following categories for the project type:

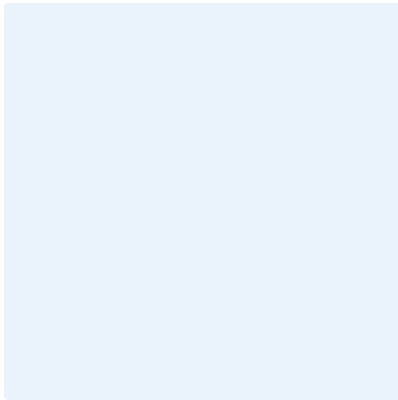
1) Side profile of the equipment (if equipment):



2) Serial number on the equipment (if equipment):



3) Picture(s) of completed work under contract (if not equipment):



The awarded Producer certifies the accuracy of the information provided in this worksheet and has attached the required documentation to support the purchase of eligible item(s).

Producer Name: \_\_\_\_\_

Producer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Field Staff Name, Title: \_\_\_\_\_

Field Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## ATTACHMENT A –

### WORKSHEET 3

#### TASK 3 - DATA COLLECTION AND REPORTING

**Data provided in response to the requirements of Worksheet 3 which satisfy the requirements of section 403.067(7)(c)(6), Florida Statutes, are confidential and exempt.**

The awarded Producer entered into a cost share agreement to purchase and place into service an approved item(s) for the purpose of implementing an enrolled BMP. The Producer elected to receive ☐ 80 percent cost share or ☐ 90 percent cost share which requires the Producer to collect and report item-specific data over the course of two (2) years or four (4) years, respectively. The following list provides the Producer with the data points required for the project type funded through this project.

Method of reporting: FDACS will provide instructions for the reporting method, either electronically by portal or spreadsheet.

Reporting Timeframe: The Producer will provide the complete data for the total use of the item(s) over the reporting period and will submit Worksheet 3 at the time the final report is due.

1. Cost Share Percentage Received: 80 percent \_\_\_\_\_ or 90 percent \_\_\_\_\_
2. Project Type Funded:
3. Data Collection Reporting Requirement:

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The awarded Producer certifies the accuracy of the information provided in this worksheet and has attached the required documents to prove the eligibility of the item(s) purchased.

Producer Name: \_\_\_\_\_

Producer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Field Staff Name, Title: \_\_\_\_\_

Field Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_