

MEETING OF THE DISTRICTS
Tuesday, April 05, 2022
9:30 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

DISTRICTS LIST

AVON PARK ESTATES S. B. D.	ORANGE VILLA MOBILE HOME ESTATES S. B. D.
BONNETT CREEK ACRES S. B. D.	PLACID LAKES S. B. D.
DESOTO CITY S. B. F. D.	PLACID LAKES S. B. F. D.
HICKORY HILLS S. B. D.	RED HILL FARMS IMPROVEMENT DISTRICT
HIGHLANDS PARK ESTATES S. B. D.	SEBRING ACRES S. B. D.
HIGHLANDS PARK S. B. F. D.	SEBRING COUNTRY ESTATES S. B. D.
HIGHWAY PARK S. B. D.	SEBRING HILLS S. B. D.
LAKE HAVEN ESTATES S. B. D.	SEBRING MANOR S. B. D.
LAKE PLACID S. B. F. D.	SOMERVILLE DOWNS S. B. D.
LEISURE LAKES S. B. F. D.	THUNDERBIRD ROAD WASTEWATER S. B. D.
LORIDA S. B. F. D.	VANTAGE POINTE II S. B. D.
ORANGE BLOSSOM ESTATES S. B. D.	VENUS SPECIAL B. F. D.
ORANGE BLOSSOM UNIT 12 S. B. D.	WEST SEBRING S. B. F. D.
ISTOKPOGA MARSH WATERSHED IMPROVEMENT DISTRICT	
SUN 'N LAKE ESTATES AND ACREAGE OF LAKE PLACID—S. B. D.	
SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT	
HIGHLANDS LAKES SPECIAL TAX DISTRICT	
COUNTYWIDE FIRE DISTRICT	
OAK MANOR AVENUE ROAD PAVING MUNICIPAL SERVICE BENEFIT DISTRICT	

1 MEETING CALLED TO ORDER

2 PRESENTATIONS:

3 PUBLIC COMMENT

4 CONSENT AGENDA

- 4.A *Request approval of the minutes from the March 15, 2022 meeting of the Special Districts.*
[031522SPC.pdf](#)
- 4.B *Request approval of the amended agreement between The Florida Department of Agricultural and Consumers Services (FDACS) and Highlands County extending the deadline of the Istokpoga Marsh Watershed Improvement District (IMWID) Phase 2 Impoundment to June 30, 2024.*
Dawn Ritter, Natural Resources Manager
No fiscal impact
[EXECUTED IMWID Phase 2 agreement with FDACS.pdf](#)

5 ACTION AGENDA

6 ADJOURN

Any person who decides to appeal any decision made by the Board of Supervisors of any of the Special Districts of Highlands County, Florida, in a public hearing or quasi-judicial proceeding is hereby advised that he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

The Board of Supervisors of the Special Districts in Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act or Section 286.26, Florida Statutes should contact the Highland County Human Resources Department, ADA Coordinator at: 863-402-6509 (voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance of a public meeting to permit coordination of the service.

Please note our new website address: www.highlandsfl.gov

Any invocation that may be offered before the official start of the meeting of the Board of Supervisors of the Special Districts of Highlands County shall be the voluntary offering of a private citizen. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by Highlands County, nor is Highlands County allowed by law to endorse the religious beliefs or views of any speaker.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the March 15, 2022 meeting of the Special Districts.

RECOMMENDED ACTION

Move approval of the minutes from the March 15, 2022 meeting of the Special Districts.

Attachments: [031522SPC.pdf](#)

MEETING OF THE DISTRICTS, MARCH 15, 2022

1. The meeting was called to order at 12:01 p.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kathleen G. Rapp
Commissioner Kevin J. Roberts
Commissioner Scott A. Kirouac

Commissioner Chris Campbell
Commissioner Arlene Tuck

Also, present: Randy Vosburg, County Administrator; Laurie Hurner, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Sally Hood, Director of Accounting & Finance for the Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. PRESENTATIONS

A. Update on the Sun 'n Lakes of Lake Placid Recreation District boundary expansion.

Tanya Cannady, Business Services Director, presented an update on the Sun 'n Lakes of Lake Placid Recreation District boundary expansion. **See SMB 146 Page 104.**

Ms. Cannady stated that there are currently 2,815 lots assessed within the district and with the boundary expansion, if they include all lots north to State Road 29 and all lots south to State Road 70, including the condominiums, the total is 7,502 lots.

Ms. Cannady, Valerie Fleeger, Budget Analyst II/NAV, Sherry Sutphen, County Attorney, and Randy Vosburg, County Administrator, addressed questions and concerns raised by the Commission.

3. PUBLIC COMMENT

Mr. Larry Overfield came before the Commission to address his concerns on buildable / non-buildable lots.

Mr. Allen Hyman came before the Commission to address that he is currently the Ad Hoc Chair of the Liaison Committee but there will be an election to have a permanent Liaison Committee open to the entire community within the district. Mr. Hyman also commented that the county staff has done a spectacular job with working with the district. Mr. Hyman addressed his concerns on the district's economic needs and the proposed boundary expansion.

Commissioner Kirouac addressed Mr. Hyman's concerns.

4. CONSENT AGENDA

Commissioner Kirouac moved approval of the consent agenda as presented. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Request approval of the minutes from the March 1, 2022 meeting of the Special Districts. See Clerk of Courts website.

5. ACTION AGENDA

No action items presented.

Commissioner Kirouac provided an update on the Istokpoga Marsh Watershed Improvement District (IMWID) easement project.

In regards to the Istokpoga Marsh Watershed Improvement District (IMWID), Dawn Ritter, Natural Resources Manager, Jonathan Harrison, Road & Bridge Director, and Randy Vosburg, County Administrator, addressed questions and concerns raised by the Commission.

6. ADJOURN

Commissioner Kirouac moved to adjourn the Meeting of the Districts. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

The meeting was adjourned at 12:34 p.m.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER: Dawn Ritter, Natural Resources Manager

SUBJECT/TITLE: Request approval of the amended agreement between The Florida Department of Agricultural and Consumers Services (FDACS) and Highlands County extending the deadline of the Istokpoga Marsh Watershed Improvement District (IMWID) Phase 2 Impoundment to June 30, 2024.

STATEMENT OF ISSUE

The Florida Department of Agricultural and Consumers Services (FDACS) has amended our current deadline of the Istokpoga Marsh Watershed Improvement District (IMWID) Phase 2 impoundment for final completion from June 30, 2022 to June 30, 2024 per agreement number 026588 executed December 2019. The extension is due to the delay in obtaining the needed easements from land owners caused by both COVID-19 and the difficulties in determining a reasonable exchange easement agreement amongst the land owners.

RECOMMENDED ACTION

Move to approve the amended agreement between The Florida Department of Agricultural and Consumers Services (FDACS) and Highlands County extending the deadline of the Istokpoga Marsh Watershed Improvement District (IMWID) Phase 2 Impoundment to June 30, 2024.

FISCAL IMPACT

No fiscal impact

Attachments: [EXECUTED IMWID Phase 2 agreement with FDACS.pdf](#)
[FDACS_CONTRACT_26588_AMENDMENT1.pdf](#)



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 December 4, 2019, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and HIGHLANDS COUNTY, the RECIPIENT.

ARTICLE 1: TERM

1.1 Contract Period: Upon Execution 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:

T3A-2007-02-03

Construction and construction oversight services for the Phase II IMWID Impoundment 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 attached 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 IX. FINANCIAL CONSEQUENCES of the attached Scope of Work.
- 2.5 Department Services. The DEPARTMENT agrees to provide the following services: Provide the RECIPIENT remuneration in the amount not to exceed \$4,080,000 for work performed pursuant to the terms and conditions stipulated in the attached Scope of Work.

ARTICLE 3: COMPENSATION & EXPENSES

- 3.1 The DEPARTMENT will pay the RECIPIENT as follows: Upon contract execution of the agreement, an advance of \$1,000,000.00 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 pursuant to section 216.181(16)(b). 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(23), 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 Angela Weeks-Samanie, FCCM, CPM, Senior Management Analyst Supervisor, and is located at FDACS/OAWP, 407 S. Calhoun Street, MS: E1, Tallahassee, FL 32399-0800; Email address: Angela.Weeks-Samanie@FreshFromFlorida.com; telephone number: (850) 617-1716.

The contract manager for the RECIPIENT is Dawn Ritter, Natural Resources Manager, and is located at Highlands County, 4344 George Boulevard, Sebring, FL 33875; Email address: dritter@hcbcc.org; Telephone number: (863) 402-6525.

ARTICLE 10: CATALOG OF STATE FINANCIAL ASSISTANCE (CSFA)

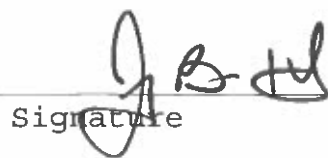
10.1 State resources awarded to the RECIPIENT pursuant to this agreement are from Florida Department of Agriculture and Consumer Services, Catalog of State Financial Assistance 42.017, Agricultural Nonpoint Source Best Management Practices Implementation, \$4,080,000.00.

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) .

Signed by parties to this AGREEMENT:

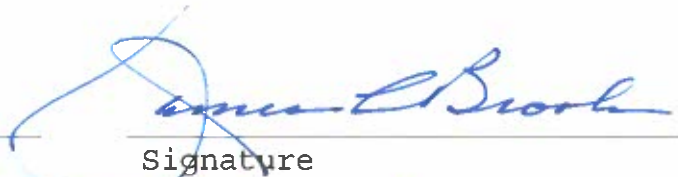
FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

RECIPIENT


Signature

Director of Administration
Title

12-4-19
Date


Signature

Chairman, Highlands Co. Board
Title of County Commissioners

11/05/2019
Date

SCOPE OF WORK

Highlands County On Behalf of Istokpoga Marsh Watershed Improvement District Phase II Impoundment Project

I. BACKGROUND

The following project is consistent with the Florida Department of Agriculture and Consumer Services (FDACS) Office of Agricultural Water Policy's (OAWP) goals to develop, adopt, and assist with the implementation of agricultural Best Management Practices (BMPs) to protect and conserve water resources pursuant to the Florida Watershed Restoration Act (FWRA), section 403.067(7)(c)3, F.S. Funding BMP research projects that complement the OAWP's mission is consistent with the FWRA. Therefore, funding is being provided to Highlands County, the Recipient, to implement a project to reduce stormwater runoff in the Istokpoga Marsh Watershed Improvement District with the goal of providing water storage and improving water quality.

The Istokpoga Marsh Watershed Improvement District (IMWID), the Subrecipient, is a dependent special district in Highlands County, Florida, the Recipient. The IMWID was officially established in 1980 by Highlands County Ordinance No. 80-2 (codified as Section 9-232, et. seq. of the Code of Ordinances Highlands County, Florida) as a municipal services and taxing district, consistent with Highlands County's powers and duties as established by Section 125.01 (5) Florida Statutes (FS) 1979.

II. PROJECT DESCRIPTION

The IMWID is located in Highlands County approximately 20 miles southeast of Sebring, Florida. It encompasses approximately 22,000 acres of sod farms, citrus groves, caladium and row crop fields, improved and unimproved pastures, as well as nursery and aquaculture operations.

The IMWID owns, operates, and maintains a network of canals and water control structures for water supply and flood protection purposes. This secondary conveyance system, which has limited capacity for flow attenuation and water quality treatment/improvement, discharges to the primary conveyance system (C-41) and contributes a significant mass of total phosphorus (TP) to receiving waters. S-1 and S-9 are the two (2) outfalls for the IMWID.

Original analyses performed by the IMWID in 2008 determined that a 60% reduction in average annual flows and a 70% reduction in TP loads may be achieved through detainment of stormwater within 1,200 acres of above-ground impoundments (AGIs) and implementation of dispersed water management (DWM) strategies. This led to further development of the IMWID Water Quality Project (Project) to reduce flows and TP loads within the Lake Okeechobee Watershed in support of the Northern Lake Okeechobee

Tributaries' Target concentrations, the Basin Management Action Plan (BMAP) for Lake Okeechobee, and the Northern Everglades and Estuaries Protection Plan (NEEPP).

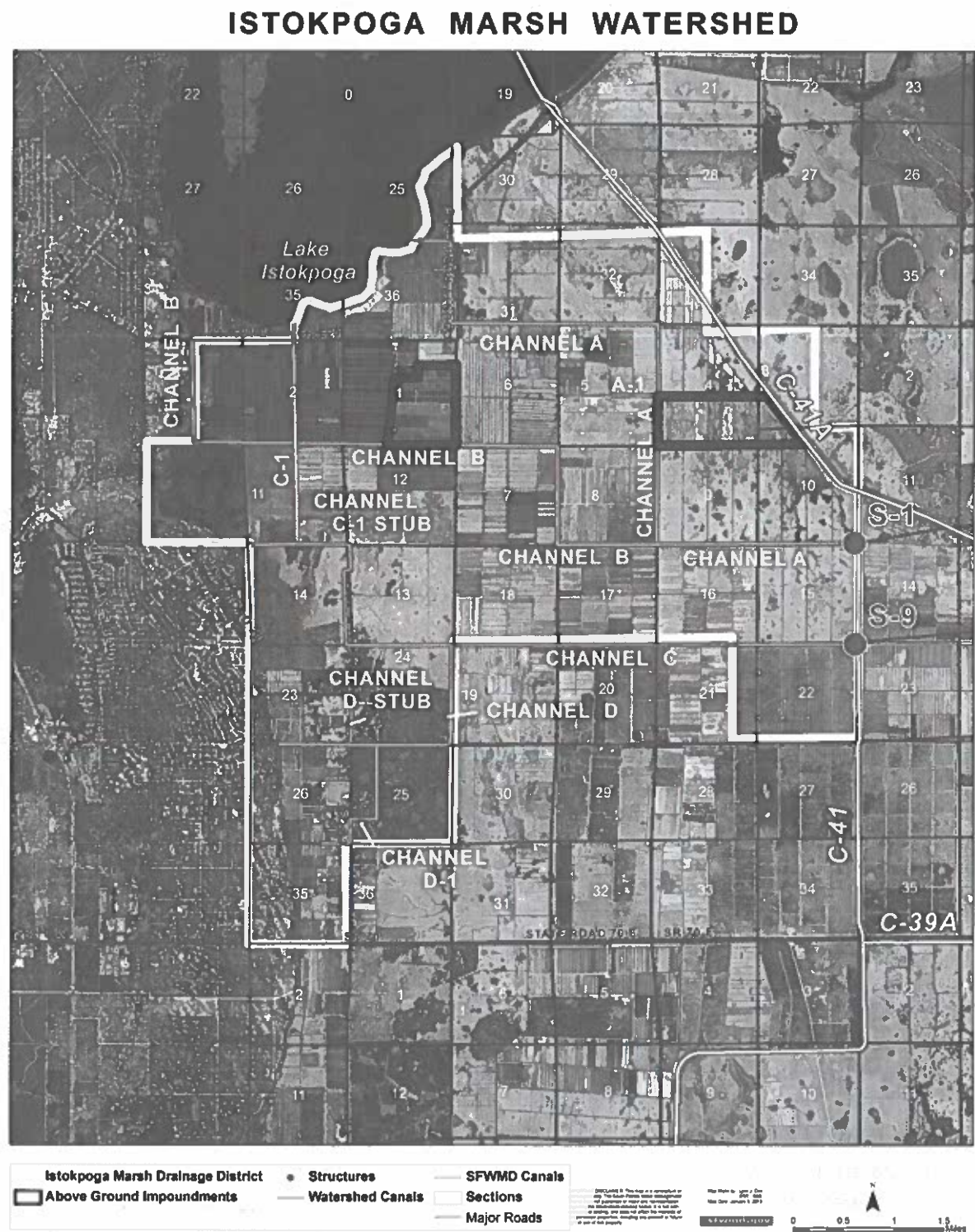


Figure 1. Istokpoga Marsh Watershed

The Phase II Impoundment will consist of 17,200 feet of levee with a crest elevation of 36.2 feet NAVD, a periphery seepage collection system, two (2) pumps with a combined capacity of 67 CFS, a concrete-flume type overflow structure with a length of 300 feet, and a water control structure with manual sluice gate as well as conveyance improvements to Channel B. The design depth for the 345-acre AGI is also 3.5 feet (33.7 feet NAVD). Water budget analyses and site-specific modeling was performed by the South Florida Water Management District (SFWMD) using numerical methods, and the average dynamic storage volume for Phase 2 is estimated to be 3,592 acre-feet per year.

Phase I: Design Activities for Phase II IMWID Impoundment

Design activities were completed under FDACS Contract # 21353 and Contract 22861

The RECIPIENT

- Solicited input on the project goals and design objectives from stakeholders and landowners affected by the project such as maintenance & operations considerations, concerns for upstream and downstream impacts, and these were considered in the design of improvements and evaluations of project performance.
- Selected a firm from their catalog of engineering/design firms to complete the design and permitting for the project. Permitting for the project is still under review by the US Army Corps of Engineers. Final design drawings have been submitted to the Recipient. The Recipient has prepared and received submittals for a competitive bid for the construction services for the Phase II Impoundment.

Phase II: Construction for Phase II IMWID Impoundment

The following tasks will be performed during this phase of the project:

- All conditions for permits issued for this project established by the SFWMD and U.S. Army Corps of Engineers (USACOE) will be met prior to the commencement of construction.
- Construction of the IMWID Phase II Impoundment Project;
- Site inspections will be performed to ensure construction follows the specifications outlined in the bid package; and
- Highlands County engineer of record will certify completion of the project and submit any necessary documentation to support the fulfillment of the conditions of the permits issued SFWMD and USACOE to support the fulfillment of the conditions of the permits issued by those agencies.

III. RECIPIENT Responsibilities:

The RECIPIENT shall:

1. Comply with the with applicable Florida Statutes, laws and rules to procure and contract with the necessary professionals to complete Phase II as defined above.

2. 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 Cost-share account. All disbursements from the account shall be made on pre-numbered checks, warrants drawn, or funds electronically transferred (EFT) on proper depository accounts. A separate bank account is not required, but the RECIPIENT may elect to do so as their preferred practice.
3. Account for separately, moneys provided through this contract, through grants, matching grants, revolving loans, and the use of district lands or facilities to comply with state audit requirements. Track any interest earned on FDACS funds and return that interest to FDACS at the end of the contract period with the close-out package.
4. Maintain appropriate physical backup documentation files of invoices submitted to FDACS, Request for Payment forms, the procurement and contractual agreements with engineering firms and subcontractors, invoices from the engineering firm and subcontractors, permits and permit fee receipts, copies of payment checks, photographic records, and any other applicable documentation related to this project.
5. Complete all Deliverables outlined in **Section V. DELIVERABLES AND MINIMUM PERFORMANCE STANDARDS** and reimbursement request packages, including invoices and proof of payment, that adequately demonstrate the completion of construction activities included in the request and includes supporting documentation such as consultant, contractor, and/or vendor pay applications, invoices, as well as proof of payment(s) defined in **Section VI. PAYMENT REQUEST SUBMITTALS** to FDACS for payment.
5. Submit contract financial closeout and reconciliation documentation (**Attachment B** and **Attachment C**) within fifteen (15) business days of contract expiration or of the final payment, whichever is later, detailing all receipts, expenditures and remaining balance, if any.
6. Submit invoices to FDACS for payment, along with the deliverables' documentation described in **Section V**.
7. Competitively procure vendor services through competitive solicitation.
NOTE: An Invitation to Bid (ITB) requires a minimum advertisement period of ten (10) calendar days.

IV. FDACS Responsibilities

1. Upon execution of this contract and receipt of an initial invoice with "" noted on it, FDACS will provide an advance to the RECIPIENT to facilitate project start- up costs.
2. The FDACS Project Manager or designee will:

- a. Review and evaluate all invoices and supporting documentation from the RECIPIENT for completeness. Ensure the cost-share recipient's practice/project expenditures are consistent with this contract and verify deliverable(s) have been met as submitted by the RECIPIENT on the Request for Payment form (Attachment A). Submit invoices and supporting documentation to financial analyst for final approval and submittal for FDACS reimbursement.
 - b. Monitor the contractual deliverables and other requirements through a periodic onsite review to verify the RECIPIENT meets its responsibilities.
3. The FDACS Contract Manager will:
- a. Monitor the contractual deliverables and other requirements through quarterly communication and onsite reviews, with the FDACS Project Manager to verify the RECIPIENT meets its responsibilities.
 - b. Review and evaluate for completeness all invoices for reimbursement, supporting invoice documentation, and any other information required from the RECIPIENT for payment approval.
 - c. Communicate with FDACS Financial Analyst or designee regarding issues with invoices.
4. FDACS shall make a payment to the RECIPIENT upon receipt of a valid invoice with adequate supporting documentation, as described in **Section VI. PAYMENT REQUEST SUBMITTALS.**

V. DELIVERABLES AND MINIMUM PERFORMANCE STANDARDS

The RECIPIENT shall engage the services of a licensed professional to do the construction work on the project and must competitively procure those services pursuant to s. 255.20, FS. This scope of work is for construction of the project, which has been broken down into the following deliverables:

DELIVERABLE 1: Provide Project Construction Management and Oversight.

Task 1: Obtain Permitting of Construction Plans and Specifications for Phase II.

- Obtain all necessary permits for construction of the IMWID Phase 2 Above Ground Impoundment (AGI), and for the project.
- Submit an electronic copy of a list of all required permits identifying issue dates and issuing authorities to FDACS. The IMWID will provide copies of obtained permits or permit related correspondence or documentation including a paper copy of the final design and final construction specifications.

Task 2: Construction of Phase II Impoundment will be constructed by the selected contractor in accordance with the engineering/construction drawings and applicable permits.

- Provide oversight of the bid process for this project.
- Select the vendor(s) to complete the project's construction.
- Ensure the selected contractor constructs the project in accordance with the Final Design developed for Phase II.
- Perform and document frequent inspections of the construction completed by the selected vendor(s) to provide written reports to FDACS on a monthly basis.
- Review and approve invoices submitted by the vendor(s).
- Make timely payments to the vendor(s).
- Submit reimbursement request packages, including invoices and proof of payment, that adequately demonstrate the completion of construction activities included in the request and includes supporting documentation such as consultant, contractor, and/or vendor pay applications, invoices, as well as proof of payment(s).

Task 3: Certification of completion and final as-builts for Phase II Impoundment.

- Submit a certification of completion and final as-built drawings that are signed and sealed by a Professional Engineer registered in the State of Florida.
- Ensure the selected contractor prepares and submits a Final Project Report to capture the outcome and results of the project that includes, where applicable, why Best Management Practices (BMPs) did not obtain or exceed the expected removal efficiency, any problems encountered and how these problems were overcome, an explanation of the project delays, a brief summary of any additional phases yet to be complete, and more.

Minimum Performance Standards: The Recipient will 1) provide copies of obtained permits or permit related correspondence or documentation including a paper copy of the final design and final construction specifications; 2) provide copies of construction management progress/activity reports, completed by the general engineering professional services firm, as deliverables, at least monthly; and 3) coordinate with Highlands County to have the following be submitted by the county for this project a) an electronic list and hard copies of all required permits for the construction of the Phase II Impoundment, b) a monthly progress report detailing the work that was performed on the IMWID Phase II Impoundment and c) the final as-built drawings that are signed and sealed by a Professional Engineer registered in the State of Florida and a Final Project Report within thirty (30) days of completion of the project.

Note: Once the reports and supporting documentation has been approved by the FDACS Project Manager, the Recipient shall submit a payment request for reimbursement as defined in **Section IX. PAYMENT REQUEST SUBMITTALS**.

DELIVERABLE 2: Complete and submit the Contract Financial and Reconciliation Close-Out Reports.

The Recipient shall reconcile its financial records at the end of the contract period to prepare a contract financial closeout.

Minimum Performance Standards:

- The contract financial close-out report, using the **CONTRACT FINANCIAL CLOSE-OUT (Attachment D)**, is due within 15 business days of contract termination or of the final payment, whichever is later.
- The contract financial reconciliation report, using the **CONTRACT FINANCIAL CLOSE-OUT RECONCILIATION (Attachment E)**, is due within 15 business days of contract termination or of the final payment, whichever is later.

Contract Total: \$4,080,000

DELIVERABLE DUE DATES TABLE:

Deliverables and Timeline			
Deliverable	Deliverable Summary	Documentation	Timeline
1	Construction of Phase II AGI	- Monthly reports - Invoices including proof of payment - Final As-builts Drawings - Final Report	Contract Period
2	Provide the Contract Financial and Reconciliation Close-Out Reports	- CONTRACT FINANCIAL CLOSE-OUT - CONTRACT FINANCIAL CLOSE-OUT RECONCILIATION	Within 15 business days of contract termination or of the final payment, whichever is later

* Timelines are approximate. Payment is contingent on FDACS approval of deliverables and recipient submittal of an invoice with adequate supporting documentation.

VI. PAYMENT REQUEST SUBMITTALS

The RECIPIENT shall submit properly completed **INVOICES**, the required cost-reimbursement supporting **DOCUMENTATION**, and all approved applicable reports/documentation as noted in Deliverables 1, electronically, to the FDACS Project Manager for review and approval at the email address specified in **Section VII. CONTRACT MANAGEMENT** within 30 days after the quarter ends for all payment requests with the exception of the final payment. The final payment request shall be submitted within 30 days after the final report has been approved. Following approval, the FDACS Project Manager or designee will forward the payment request to the regional financial analyst who will review and submit the payment request to the FDACS Contract Manager through the email: OAWP.Invoices@FreshFromFlorida.com for final review and payment processing.

Note: Deliverable 2 is due within 15 business days of contract termination or of the final payment, whichever is later.

RECIPIENT INVOICE

The following requirements apply to all invoices submitted for payment:

1. Legible, original copy. If an agency is filing a copy of the invoice as its original, it must contain the statement “original invoice not available, agency records show that this obligation has not been previously paid” with the signature of the person certifying the statement.

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

2. Invoice must include:
 - Billing agency invoice number.
 - FDACS contract number (see upper right-hand corner of the first page of executed contract).
 - Deliverable number, content, and dates of Goods/Services (earliest date and the latest date of expenditures included in the invoice).
 - Object Class Category as defined in **Section VIII. Contract Budget**.
 - Billing amount.
 - Name and address of Recipient (authorized payee).
3. Acronyms and non-standard abbreviations for programs or organizational units within the university must be defined.
4. The last invoice for payment must have the words “FINAL INVOICE” included at the top of the invoice.

Note: By submission of the payment request, the agency is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

INVOICE SUPPORTING DOCUMENTATION

Although the RECIPIENT has provided cost estimates, this contract is a cost reimbursement with fixed fee components that requires back-up documentation be kept in the RECIPIENT’s files in sufficient detail for a pre-audit and post-audit. Before issuing payment to the construction firm or the construction management firm, the RECIPIENT must certify that the work product from the construction firm or construction management firm is in accordance with the contracts with these vendors and is of acceptable quality. This certification will be done by completing a Request for Payment form (**Attachment A**), which must also be signed by the FDACS Project Manager or FDACS regional Environmental Administrator. The RECIPIENT will then pay the construction firm or construction management firm. Any

additional service requires the prior written approval of the FDACS Project Manager and must be within the scope of the overall contract budget.

Note: Only expenditures for categories in the approved agreement budget may be reimbursed.

REPORTS/ADDITIONAL DELIVERABLE DOCUMENTATION

- A completed and executed Request for Payment form (Attachment A),
- An electronic list of all required permits identifying issue dates and issuing authorities.
- Monthly Progress Reports
- Certification of competition and final as-built drawings that are signed and sealed by a Professional Engineer registered in the State of Florida.
- Contractor Final Project Report
- An electronic copy of the year-to-date, accounting spreadsheet depicting total expenditures and uncommitted funds to date, monthly.

VII. CONTRACT MANAGEMENT

For FDACS:

Contract Manager:

Angela Weeks-Samanie, FCCM, CPM
Senior Management Analyst Supervisor
FDACS/OAWP
407 S. Calhoun Street, MS: E1
Tallahassee, FL 32399-0800
Angela.Weeks-Samanie@FDACS.gov
(850) 617-1706

Project Manager:

Sandra Phares
Environmental Specialist III
FDACS/OAWP
1835 Hwy. 441 SE, Ste. B
Okeechobee, FL 34974
Sandra.Phares@FDACS.gov
(863) 467-3258

For Recipient:

Contract Manager:

Dawn Ritter
Natural Resources Manager
Highlands County BOCC
4344 George Boulevard
Sebring, FL 33875
Dritter@hcbcc.org
(863) 402-6525

VIII. CONTRACT BUDGET/PAYMENT SCHEDULE

* Quarterly progress reports and payments will cover the time periods of July 1 – September 30, October 1 – December 31, January 1 – March 31, and April 1 -June 30th.

Budget Categories	FY19/20*	FY20/21*	FY21/22*	Total
Miscellaneous: Construction of Phase II AGI	\$1,500,000	\$1,500,000	\$1,000,000	\$4,000,000
Subtotal	\$1,500,000	\$1,500,000	\$1,000,000	\$4,000,000
Admin @ 2%	\$30,000	\$30,000	\$20,000	\$80,000
Total	\$1,530,000	\$1,530,000	\$1,020,000	\$4,080,000

* Payment budget amounts are estimates and will vary per the timing of the disbursements.

Any changes to the approved budget or the addition of previously unfunded budget categories (i.e. Salaries, Fringe Benefits, Equipment, Travel, Miscellaneous, or Other Operating Expenses (No admin)) will require a formal written amendment to this contract. Approval of such changes will be contingent upon submission of a revised Project Budget and the contractual timeframe.

IX. FINANCIAL CONSEQUENCES

1. The Recipient shall perform all tasks and submit all reports and deliverables within the timeframes established in compliance of the contract:

- \$100.00 per day for each business day beyond the due date until provided to the Department, unless the Recipient received written approval from the Department for an extension to the due date.

Note: Extenuating circumstances may be presented by the Recipient and evaluated by the Department on a case-by-case basis when the measure is not met. The Recipient must notify the Department of such and provide evidence of effort.

2. The Recipient shall respond to the Department questions and/or correct deliverables to meet the Deliverable requirement in **Section V. DELIVERABLES AND MINIMUM PERFORMANCE STANDARDS:**

- \$100.00 per non-correction and/or non-response per report and/or deliverable.

3. The Recipient shall submit invoices in compliance within the Scope of Work, **Section IX. PAYMENT REQUEST SUBMITTALS:**

- \$100.00 per incident where an incorrect invoice is submitted to the Department and not corrected within 60 days of being notified by the Department.



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

Request for Payment

NICOLE "NIKKI" FRIED
COMMISSIONER

Chapter 582, F.S.
Telephone Number (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

Payable to: Highlands County		Contract #:	
Operation Name: IMWID Phase II Impoundment		Recipient Check #:	Date Paid:
Mailing Address:		Payment: Final or Interim	
Recipient Representative:			
FDACS Evaluator:			

Deliverable Description	% Complete	Total Deliverable Amount	Previously Billed	Due This Period	Verification Method
TOTAL					

VERIFICATION OF PERFORMANCE

I certify that the tasks/products/services listed above, or portions thereof, as indicated on this form, have been received and approved by the CLDD and payment has been made to the vendor.

FDACS CERTIFICATION

I certify that the tasks/products/services listed above, or portion thereof, as indicated on this form have been received by the CLDD and are approved by me.

RECIPIENT Representative's Signature	Signature	Date
--------------------------------------	-----------	------



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

Telephone (850) 617-1700

NICOLE "NIKKI" FRIED
COMMISSIONER

Submit to: OAWP_Invoices@FDACS.gov
Mailing Address:
Office of Ag Water Policy
407 S. Calhoun Street, MS-E1
Tallahassee, FL 32399-0800

RECIPIENT PROGRESS REPORT

FDACS CONTRACT NUMBER:	Reporting Period (Check One): ☐ Jan 1 – March 31 ☐ April 1 – June 30 ☐ July 1 – Sept 30 ☐ Oct 1 – Dec 31		Fiscal Year:
DEPARTMENT Florida Department of Agriculture and Consumer Services 407 S. Calhoun Street, M5 Tallahassee, FL 32399-0800		RECIPIENT Name: Address: City, State, Zip+4:	
What major activities and accomplishments have been completed during this reporting period?			
Are there any foreseen delays in completing the project within the project period?			
Significant findings and events:			
Activities planned for next reporting period:			
Are you on target to achieve the project goals? If not, please explain.			
Provide any additional pertinent information including, when appropriate, explanation of cost overruns or high unit costs.			
Identify and attach copies of supporting documentation or relevant work products being submitted for this reporting period (e.g., report data sets, photographs, etc.)			

Performance Measures

Deliverable #	Description	Supporting Documentation (List)	Payment Request for Deliverable this Quarter

I certify to the best of my knowledge and belief that this report is correct and complete for performance activities for the purposes set forth in the award documents.

Recipient Representative Signature

Print Name and Title

Date

INVOICE

Recipient Name

DATE _____

Address 1

INVOICE # _____

Address 2

City, State Zip

Phone #

Email

Website

Bill To:

FL Department of Agriculture and Consumer Services

CONTRACT # _____

Office of Agricultural Water Policy

The Mayo Building, MS: E-1

407 S. Calhoun Street

Tallahassee, FL 32399

Dates of Goods/Services Received: _____

CONTRACT TYPE: Cost Share – IMWID Phase II Impoundment**Line Item Category**

Miscellaneous:

(list type of service)

\$

Subtotal

\$

Admin Fee (2 % of Subtotal)

\$

TOTAL DUE

\$

Attachment D



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) _____

Recipients are required to submit closeout packages within 15 business days of contract termination or of the final payment, whichever is later.

Please check and fill in all applicable items below:

- ☐ All specified contract deliverables and reports have been submitted.
- ☐ All invoices have been submitted.
- ☐ Invoices submitted prior to this close-out package have been paid.
- ☐ 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 at <https://fs.fldfs.com/dispub2/newvpymt4.shtml>.

Invoice #	Date	Amount

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

Recipient's Name (print)

Signature

Date

Attachment E
Contract Financial Closeout Reconciliation

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

CONTRACT #					
	Total Contract Amount:				
	Total Interest Earned (must be paid back to FDACS):				
	Expenditures (Amount Invoiced to FDACS):	Invoice #	Amount Invoiced	Funds received from FDACS	Comments
		1			
		2			
		3			
	Total				
	RECAP:				
	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:				

Contract Financial Closeout Reconciliation EXAMPLE

CONTRACT # EXAMPLE

Total Contract Amount: 75,000.00
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
	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	
Total		66,201.01	54,071.00	12,130.01	

RECAP:

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

OFFICE OF AGRICULTURAL WATER POLICY
(850) 617-1700



THE MAYO BUILDING
407 SOUTH CALHOUN STREET
TALLAHASSEE, FLORIDA 32399-0800

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER NICOLE "NIKKI" FRIED

March 9, 2022

MEMORANDUM:

TO: Carmelita Bennett, Operations and Management Consultant I
Bureau of General Services

FROM: Angela Weeks-Samanie, Senior Management Analyst Supervisor
Office of Agricultural Water Policy

SUBJECT: Contract #26588, Renewal 1

The contract shall be renewed for an additional term to provide the continued services and the FDACS Project Manager has been updated.

Thank you in advance for your cooperation and support in getting this request processed. If you have questions regarding this matter, please contact me at (850) 617-1706.

Approved by:

Stephen Cunningham

Date:

3/11/2022



NICOLE "NIKKI" FRIED
COMMISSIONER

CONTRACT AMENDMENT

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

March 1, 2022

Kathleen G. Rapp, Chair
Highlands County BOCC
C/O Dawn Ritter, Natural Resources Manager
Natural Resources Division
4344 George Blvd
Sebring, FL 33875

RE: Amendment of Contract # 26588 dated 12/04/19.

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

The contract shall be renewed for an additional term to provide the continued services.

Page 1, ARTICLE 1: TERM, Subsection 1.1 Contract Period, which now reads:
Contract Period: Upon execution through June 30, 2022.

Shall be amended to read:
Contract Period: Upon execution through June 30, 2024.

Page 25, Scope of Work, Section VII. CONTRACT MANAGEMENT, which now reads:

For FDACS:

Contract Manager:
Angela Weeks-Samanie, FCCM
Contract Administration Analyst
FDACS/OAWP
407 S. Calhoun Street, MS: E1
Tallahassee, FL 32399-0800
Angela.Weeks-Samaniet@FDACS.gov
(850) 617-1706

Project Manager:
Sandra Phares
Environmental Specialist III FDACS/
OAWP
1835 Highway 441 Southeast, Suite B
Okeechobee, FL 34974
Sandra.Phares@FDACS.gov
(863) 467-3258

For Recipient:
Dawn Ritter
Natural Resources Manager
Highlands County BOCC
4344 George Boulevard
Sebring, FL 33875
dritter@highlandsfl.gov
(863) 402-6525





NICOLE "NIKKI" FRIED
COMMISSIONER

CONTRACT AMENDMENT

Shall be amended to read:

For FDACS:

Contract Manager:

Angela Weeks-Samanie, FCCM

Contract Administration Analyst

FDACS/OAWP

407 S. Calhoun Street, MS: E1

Tallahassee, FL 32399-0800

Angela.Weeks-Samaniet@FDACS.gov

(850) 617-1706

Project Manager:

Vanessa Stephen

Environmental Administrator

FDACS/OAWP

1835 Highway 441 Southeast, Suite B

Okeechobee, FL 34974

Vanessa.Bessey@FDACS.gov

(863) 467-3245

For Recipient:

Dawn Ritter

Natural Resources Manager

Highlands County BOCC

4344 George Boulevard

Sebring, FL 33875

dritter@highlandsfl.gov

(863) 402-6525

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

Joey B. Hicks

Joey B. Hicks

Director of Administration

Department of Agriculture

and Consumer Services

3/11/2022

(Date)

(Signature)

Kathleen G. Rapp, Chair

(Title)

Highlands Board of County Commissioners

(Company)

(Date)