



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT**

This Federal Financial Assistance Subrecipient Agreement (Agreement) made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the Recipient, and the City of Sanibel, the Subrecipient. The Subrecipient's Application package for federal financial assistance, dated December 20, 2024, (Application) is incorporated by reference. The Subrecipient shall perform the Scope of Work contained in the Subrecipient's Application.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 70151500.

A. SUBAWARD AMOUNT

1. The total award amount for satisfactorily completing the Scope of Work is \$44,825.00. In no event shall the Recipient be liable for payment of any amount, which exceeds the total award amount.
 - a. The Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the agreement period.
 - b. The balance of unobligated funds which have been advanced or paid must be refunded to the Recipient.
 - c. Funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Recipient.

B. TERM

1. The agreement period of this Subrecipient agreement shall commence upon execution and, unless sooner terminated or canceled, shall end on the 31st day of August, 2026 (Term).
2. No-cost extensions require the prior written approval of the Recipient and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The Subrecipient shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The Subrecipient must register and maintain a registration in SAM until submittal of the final financial report. A unique entity identifier is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

- a. All expenditures of federal financial assistance under the Agreement shall be in compliance with all applicable laws, rules, and regulations applicable to expenditures of federal funds.
- b. The Subrecipient shall implement applicable National Policy Requirements.

2. Deliverables

- a. The Subrecipient must provide quantifiable, measurable, and verifiable units of Deliverables which must be received and accepted in writing by the Recipient before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the Subrecipient Application.
- b. The Subrecipient shall perform all deliverables within the time frame established in this Agreement. Unless otherwise set forth in the Scope of Work, failure to meet the Deliverables of this Agreement shall result in a financial consequence up to 100% of the final payment request unless the failure to perform the deliverable is corrected or prohibited by the federal agency awarding the grant.

3. Financial Management

- a. The Subrecipient shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this Agreement.
- b. The Subrecipient shall comply with 2 CFR, Part 200, as currently in effect and as may be amended from time to time and adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the Subrecipient and terms of this Agreement.
- b. The Subrecipient shall submit the payment request packet to the Recipient's Grant Manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the Subrecipient's Application.
- c. All reimbursement requests must be submitted using the Recipient's standard payment request packet and provide supporting documentation for each cost. An authorized Subrecipient representative shall sign the certifications on the payment request packet submitted.

- d. The payment request packet is downloadable from <https://forms.fdacs.gov/02019.pdf>.
- e. A Subrecipient whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.
- f. 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, F.S. Authorization for travel expenses must be specified in this Agreement.
- g. \$44,825.00 for one year based on invoices submitted for expenses incurred during the quarterly periods ending March 31, June 30, September 30 and December 31 of each year. Each quarter, The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT'S performance progress report. Invoices must be received within 30 calendar days of the conclusion of each quarter. Bills will be in the form of an invoice by major categories and will include local funding information detailing staff salaries, benefits, indirect costs (at 10% of Total Direct Costs) and other approved expenses, if accrued.
- h. Travel and per diem costs are not allowable under this contract.

5. Payment of Reimbursement Requests

- a. Payment for allowable, necessary, and reasonable costs shall be made within thirty (30) days after acceptance by the Recipient. Payment request packets returned to the Subrecipient due to omissions or preparation errors will result in a payment delay.
- b. Payment requests for a percentage of work completed on each task deliverable are allowed.
- c. Payment is contingent upon the availability of funding from the federal agency and the Subrecipient's compliance with the terms and conditions of this Agreement.
- d. The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder.
 - (1) Reimbursement Request Form with required backup documentation.
 - (2) Final Report - brief paragraph on letterhead summarizing what was accomplished with the grant funding.
 - (3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.
 - (4) Copy of Congressional thank you letter - Thank you letter addressed to your federal congressional representatives for the grant funding. Include a brief description of what you were able to accomplish with the funding.
 - (5) Certification of Acceptance executed by a Florida Forest Service official.

- e. Disallowance or adjustments due to audit findings may require the Subrecipient to return funds to the Recipient. The Subrecipient is solely responsible for reimbursing the Recipient for amounts incorrectly paid to the Subrecipient.

6. Program Income

- a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR 200.80
- b. The Subrecipient must report to the Recipient any program income received or anticipated from the activities performed under this Agreement.

7. Revision of Budget Plan

- a. The Budget Plan contained in the Subrecipient Application lists costs and budget categories to fund the Subrecipient's performance of the Scope of Work, including the completion of Deliverables.
- b. The Subrecipient is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.
- c. Prior approval, evidenced by contract amendment, is required for:
 - (1) Any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.
 - (2) Any equipment purchases not noted in the original Budget Plan and/or Scope of Work.
 - (3) Any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

- a. The Subrecipient shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel, and delays in completion of the work.

9. Acknowledgements

- a. The Subrecipient shall have an acknowledgement of the U.S.D.A. Forest Service support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research

instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

Minimum verbiage requirement is as follows: "This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."

- b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.
- c. Audiovisual means a product containing visual imagery or sound or both.
- d. The Subrecipient acknowledgement must contain a disclaimer which states: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the U.S.D.A. Forest Service."
- e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the U.S.D.A. Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the U.S.D.A. Forest Service nor does mention of trade names, commercial productions, services, or organizations imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

- a. Equipment must be used in the project for which the federal funds are derived.
- b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds \$5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.
- c. The Subrecipient must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.
- d. A physical inventory is required at least once every two years.
- e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the Recipient is required.
- f. At the end of the award period, the Subrecipient is required to request from the Recipient disposal instructions and is required to notify the Recipient of the fair market value of the equipment and/or real property.

2. Insurance Coverage

- a. The Subrecipient will carry sufficient insurance coverage to protect all assets required under the Agreement from loss due to theft, fraud, and/or undue physical damage. The Subrecipient shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this Agreement shall become the exclusive property of the Recipient and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Subrecipient nor any individual employed under this Agreement shall have any proprietary interest in such property.
- b. 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 Recipient.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," the Subrecipient shall immediately assign to the Recipient all copyrights subsisting therein for the consideration set forth in the Agreement and with no additional compensation.
- d. The foregoing shall not apply to any preexisting software, or other work of authorship used by the Subrecipient to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by the Subrecipient pursuant to a previous Agreement with the Recipient or by a purchase by the Recipient under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the Subrecipient accounting system.
2. If the matching or cost share portion is not met, the Recipient may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.
4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the Application.
5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign-in/sign-out logs and must explicitly state the method for valuation of the hours. The value must be reasonable.

6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.
7. In-kind contributions must be provided by a third party during the period for which they are being claimed.
8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The Subrecipient will follow the same policies and procedures it uses for procurements from other funding sources.
2. The Subrecipient must have documented procurement procedures.
3. The Subrecipient must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The Subrecipient shall submit detailed quarterly reports using the format and content shown on the Recipient's performance progress report. The performance progress report is downloadable from <https://forms.fdacs.gov/02018.pdf>.
2. In the event the Agreement is terminated, the Subrecipient shall furnish a report detailing progress made under this Agreement through the date of termination within twenty (20) days of termination.
3. The Subrecipient shall cooperate in all on-site reviews from the Recipient, its authorized representatives, or federal government personnel.
4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this Agreement to ensure compliance with project activities and statutes, regulations, and rules.
5. The Recipient will give 48 hours' notice of any on site review.
6. The Subrecipient shall make available all personnel involved in the performance of work on this Agreement.
7. Failure to correct substandard performance within thirty (30) days after written notice from the Recipient shall result in suspension and/or termination of the Agreement.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

- a. Upon reasonable notice, the Recipient shall have access to the Subrecipient's records during normal business hours.
- b. The Subrecipient shall maintain all records pertinent to the activities to be funded under this Agreement for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the Agreement have been completely resolved.

2. Access to Public Records

- a. The Subrecipient shall comply with all applicable requirements of Chapter 119, F.S.
- b. To the extent that Subrecipient meets the definition of "Contractor" under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida's Public Records Law. Subrecipient must:
 - (1) Keep and maintain public records required by the Recipient to perform the service.
 - (2) Upon request from the Recipient's custodian of public records, provide the Recipient with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Recipient.
 - (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 Subrecipient does not transfer the records to the Recipient.
 - (4) Upon completion or termination of the contract, transfer, at no cost, to the Recipient all public records in possession of the Subrecipient or keep and maintain public records required by the Recipient to perform the service. If the Subrecipient transfers all public records to the Recipient upon completion or termination of the contract, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion or termination of the contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Recipient, upon request from the Recipient's custodian of public records, in a format that is compatible with the information technology systems of the Recipient.
- c. The Recipient shall have the right of unilateral cancellation for refusal by the Subrecipient 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 Section 119.07(1), F.S.
- d. Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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@FDACS.GOV**

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the Recipient shall provide thirty (30) calendar days written notice of default and shall provide the Subrecipient the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Recipient shall have all rights and remedies provided at law or in equity, including without limitation the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this Agreement.

2. Termination

- a. This Agreement may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. The Subrecipient shall be paid for all work satisfactorily performed prior to the date of termination provided the Subrecipient has otherwise complied with the terms of this Agreement, including the submission of all reports.
- b. The Recipient may suspend or terminate this Agreement if the Subrecipient:
 - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;
 - (2) Fails to timely fulfill its obligations under the Agreement;
 - (3) Improperly or illegally uses funds provided under this Agreement; or
 - (4) Submits reports that are incorrect in any material respect.

K. CLOSE OUT

1. Notwithstanding the termination of this Agreement, the Subrecipient's obligations to the Recipient shall survive until all close out requirements are completed. Close out activities shall include but are not limited to completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to Recipient or its designee.
2. Post-close Out Adjustments
 - a. Any funds paid in excess of the amount to which the Subrecipient is entitled under the Agreement must be refunded to the Recipient within thirty (30) days after demand therefore by Recipient.

L. AUDIT REQUIREMENTS

1. Audit Provisions
 - a. If the Subrecipient is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.
 - b. If the Subrecipient is a commercial organization (for-profit), the organization will provide the Recipient with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.
 - c. Audit provisions are not required for a Subrecipient who is an individual.
 - d. In the event that the Subrecipient expends \$1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.
 - e. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.
 - f. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.
2. Basis for Determining Federal Awards Expended
 - a. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from the Recipient.
 - b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

- a. If the Subrecipient has an audit conducted in relationship to any other federal regulation or statute, the Recipient may determine upon review if the audit reports meet the needs of the Recipient. If so, an additional audit will not be required.
- b. An audit of the Subrecipient conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.
- c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO), or Recipient to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

- a. Audits shall be performed annually to meet this requirement.

5. Sanctions

- a. If the Subrecipient is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

- a. The Subrecipient shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR 200.512.
- b. The Subrecipient shall prepare the financial statements in accordance with 2 CFR 200.510.
- c. The Subrecipient shall promptly follow up and take corrective action on audit findings.
- d. The Subrecipient will provide the auditor with access to records, personnel, documentation, and other information as needed by the auditor.

7. Audit Findings Follow-up

- a. At the completion of the audit, the Subrecipient must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.
- b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.
- c. If the Subrecipient does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

- d. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.
- e. Failure of the Subrecipient to comply with the above requirement will constitute a violation of this Agreement and may result in the withholding of future payments.

8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The Subrecipient must submit required data elements described in Appendix X to 2 CFR, Part 200 – Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the Subrecipient, its federal programs and the results of the audit.
- c. A senior representative of the Subrecipient must sign a statement to be included as part of the data collection that the Subrecipient has complied with the audit requirements, the data was prepared in accordance with 2 CFR 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.
- d. The Subrecipient shall also submit to the Recipient's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor, and the data collection form described in Appendix X to 2 CFR, Part 200.
- e. The Subrecipient is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <https://www.fac.gov/>.
- f. The Subrecipient shall ensure that audit working papers are made available to the Recipient's Chief Financial Officer or Auditor General, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Recipient.

M. GENERAL CONDITIONS

- 1. Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The Subrecipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement.
- 2. Indemnification. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Recipient, 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 Subrecipient, its agent, employees,

partners, or subcontractors, provided, however that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Recipient. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity, as set forth in Section 786.28, F.S., may otherwise apply.

3. Liability. The Recipient shall not assume any liability for the acts, omissions to act or negligence of the Subrecipient, its agents, servants, and employees, nor shall the Subrecipient disclaim its own negligence to the Recipient or any third party.
4. The Subrecipient 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. The Subrecipient 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 Subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient avers that it is registered in the E-Verify system and further 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.
6. This Agreement is contingent upon the availability of funding from the federal agency. This Agreement may be terminated by Recipient if funding from the federal agency is reduced or terminated.
7. The Subrecipient represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this Agreement shall be verified by Subrecipient through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.
8. The Subrecipient shall comply with the Federal Acquisition Regulation 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as currently in effect and as may be amended from time to time. Failure to comply or if the Subrecipient knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement.
9. The Subrecipient acknowledges it has completed the certification regarding lobbying.
10. If prior written authorization for subcontracting is granted by the Recipient, any work or services subcontracted by the Subrecipient shall be specifically by written contract or Agreement, and such subcontracts shall be subject to each provision of this Agreement and applicable Federal, State or County guidelines and regulations as currently in effect and as may be amended from time to time. Prior to execution by the Subrecipient of any

subcontract hereunder, the Subrecipient must submit such subcontracts to the Recipient for its review and approval.

11. The Subrecipient will comply with section 20.055, F.S.
12. This Agreement may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.
13. In the event that two or more documents combine to form this Agreement, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the Recipient shall be controlling.
14. This Agreement shall be controlled by Florida law, without regard to any conflict of law provisions thereof with venue in Leon County, Florida.
15. Severability. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida or federal 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 applicable Florida or federal law shall substitute for that clause or requirement and be binding on all parties hereto.
16. 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.
17. Compliance. The Subrecipient 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 effect and as may be amended from time to time pertaining to the duties and obligations arising from this Agreement.
18. 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 D (entitled "FINANCIAL AND PROGRAM MANAGEMENT"), Article I (entitled "RECORD RETENTION AND ACCESS"), Article K (entitled "CLOSE OUT"), and Article L (entitled "AUDIT REQUIREMENTS") hereof will survive the termination of this Agreement.
19. 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.
20. The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department'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.

21. Administration of Agreement.

The Grant Manager for the Recipient is Todd Little and is located at 3125 Conner Boulevard, Tallahassee, Florida 32399.

The Grant Manager for the Subrecipient is Holly Milbrandt and is located at 800 Dunlop Road, Sanibel, Florida 33957.

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

22. 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 above.

23. Entire Agreement. The instrument, including any attachments or exhibits, embodies the Entire Agreement of the parties for the use of the funds received under this Agreement. This Agreement supersedes all previous oral or written communications, representations, or Agreements on this subject.

N. STATE FUNDS; REPORTING

1. Inspection and Reporting Requirements. Upon request, the Subrecipient shall comply with Section 216.1366(3), F.S., inspection requirements. Any records, papers, and documents requested by the Department must be provided for inspection within ten (10) business days after the request is made. If the Subrecipient is a non-profit organization as defined in Section 215.97(2), F.S., then the Subrecipient must provide documentation that indicates the amount of state funds (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Subrecipient, and (2) allocated under each payment by the Recipient to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and receipts of remuneration.
2. The Subrecipient is not classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the Subrecipient is not required to complete and return the [Total Compensation Paid to Non-Profit Personnel Using State Funds form \(FDACS-01324\)](https://forms.fdacs.gov/01324.pdf) located at <https://forms.fdacs.gov/01324.pdf> in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this Agreement and with each invoice or reimbursement submission in accordance with Section D. If the non-profit Subrecipient maintains a website, the Subrecipient must post the information required by Section 216.1366(3), F.S., on its website.
3. Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Section J.

NOTE: Articles O and P do not apply to Individuals or Private Citizens.

O. EXECUTIVE COMPENSATION

1. The Subrecipient shall complete and return the [Executive Compensation Attestation for Agreements Involving State Funds form \(FDACS-01317\)](https://forms.fdacs.gov/01317.pdf) located at <https://forms.fdacs.gov/01317.pdf> no later than ten (10) business days from execution of this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.012(14), F.S., are excluded from the executive compensation reporting.
2. In the event that the Subrecipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Subrecipient being named in statute as the required Subrecipient of a sole-source, public-private Agreement, then the Subrecipient shall provide an annual report to the Recipient due on or before June 30th. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Subrecipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Subrecipient's IRS Form 990.
3. The Subrecipient understands and agrees that it must provide Recipient of written notice detail any change in executive compensation in the intervening period between annual reports.
4. The Subrecipient understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Recipient may seek termination of this Agreement pursuant to Article 7 of this Agreement.
5. The final annual report shall be delivered to the Recipient as part of the close out process detailed in Article 8.

P. 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. The [Non-Coercion for Labor or Services Affidavit \(FDACS-01364\)](https://forms.fdacs.gov/01364.pdf) located at <https://forms.fdacs.gov/01364.pdf> or a substantially similar affidavit must be completed and returned to the Recipient no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the Recipient's Grant Manager and reference the contract number in the subject line.

Federal resources awarded to the Subrecipient pursuant to this agreement are from U.S.D.A. Forest Service, federal financial assistance funding opportunity under FAIN #23-DG-11083112-009, and Assistance Listing Number (ALN) (formerly known as Catalog of Federal Domestic Assistance Number) 10.664, Cooperative Forestry Assistance.

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:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

SUBRECIPIENT

Joy B. Hicks
Signature

Signature

Director of Administration
Title

Title

7/14/2025
Date

Date

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009	2. Subrecipient FEIN: 59-1568877
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3. Subrecipient Legal Name: City of Sanibel

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Performance Measures					
Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures
Tree Planting	1	Procurement and installation of mature trees along public trail system.	50 Trees to be successfully obtained and installed at approved planting sites.	Up to \$800 per tree (materials, delivery, labor)	Trees successfully installed at planting sites.
Tree Planting - Initial Tree Maintenance	2	Initial maintenance of mature trees following installation along public trail system.	At least 75% survivability of installed trees at the end of funding period.	Match funds for labor provided by City Staff or City Contractor and up to \$4,075 (in supplemental irrigation)	Survivability rate achieved from indicator.
Tree Trimming	3	Corrective and/or restorative trimming of hurricane damaged trees.	Arborist to oversee corrective trimming of selected trees to increase storm resilience and reduce public risk.	Match funds provided by SCCF Staff	Arborist to document trimming activities and provide to City staff for final report submittal.
Invasive Exotic Vegetation Removal	4	Maintain trail system free of invasive exotic vegetation.	Public trail system to be eradicated of invasive exotic vegetation at the end of funding period.	Match funds provided by City Contractor and SCCF Staff	City staff to document invasive exotic removal activities for final report submittal.

Describe in detail the activity or work to be conducted.

Tree Planting – Trees will be locally sourced and protected during transportation and delivery and prior to installation. Planting sites will be identified by City staff and determined based on adequate rooting space, proximity from other trees, trails, and other infrastructure. Species determination and planting schedule will be provided to contractors ahead of installation and they will be inspected by City staff during and after installation.

Initial Tree Maintenance – City staff will inspect every tree after installation to be sure that planting locations and maintenance methods are adhered to. Soil type and weather conditions influence the demand for water, so initial irrigation frequency and timing will depend on seasonal rainfall and site conditions at the time of installation.

Tree Trimming – All tree trimming along the trail will be supervised by a certified arborist who is employed by SCCF. In addition to adhering to ISA guidelines, the activities will also incorporate USDA Forest Service best management practices, including the removal of no more than 25% of the living crown, the maintenance of live branches, the establishment of a strong primary branch structure, and avoidance of cuts located between branches.

Invasive Exotic Vegetation Removal - Work will include the basal bark treatment of exotic vegetation including Brazilian pepper in both easily accessible and difficult to access trail -less wooded areas often requiring strenuous labor in dense vegetation. The crew is fully equipped capable of performing the following tasks: herbicide treatment of exotic and/ or invasive trees, saplings and seedlings with hand-held and/ or backpack sprayers, cut and chip vegetation removal using a chipper, hand -clearing with chainsaw and machete, mowing using hand propelled brush mowers.

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN NARRATIVE

2 CFR 200

Instructions for Application Packet - Budget Plan Narrative

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. **Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.**
4. The header section of each page of the budget plan narrative must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The budget plan narrative must not exceed two (2) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. Describe line items for each applicable budget category shown on the budget plan. Provide sufficient detail to clearly indicate the estimated funding amounts for each project task contained in the scope of work.
7. Project costs will be evaluated for reasonableness and necessity. Any travel costs must be in compliance with the State of Florida travel rules.
8. Indirect costs are at the rate approved by the applicant's cognizant agency. A copy of the approved rate must be attached to the application. If the applicant has never received a negotiated indirect cost, provide a statement indicating the applicant is electing to charge a de minimis rate of 10% of modified total direct costs.

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN
2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009					2. Subrecipient FEIN: 59-1568877		
3. Subrecipient Legal Name: City of Sanibel							
Category	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total Estimated Budget	*Grant Dollars	*Match Dollars
Personnel	\$696.60	\$348.30	\$348.30	\$0	\$1,393.20	\$0	\$1,393.20
Fringe Benefits	N/A	N/A	N/A	N/A	\$0	\$0	\$0
Travel (if authorized)	N/A	N/A	N/A	N/A	\$0	\$0	\$0
Equipment (if authorized)	N/A	N/A	N/A	N/A	\$0	\$0	\$0
Supplies	\$34,825	\$0	\$0	\$0	\$34,825	\$34,825	\$0
Contractual (if authorized)	\$15,167.80	\$4,609.40	\$0	\$0	\$19,777.20	\$10,000	\$9,777.20
Other Expenses	N/A	N/A	N/A	N/A	\$0	\$0	\$0
Total Direct Charges	\$50,689.40	\$4,957.70	\$348.30	\$0	\$55,995.40	\$44,825	\$11,170.40
Indirect Charges	N/A	N/A	N/A	N/A	N/A	\$0	\$0
Total Amount	\$50,689.40	\$4,957.70	\$348.30	\$0	\$55,995.40	\$44,825	\$11,170.40

* Note: For the grant dollars and match dollars columns of your budget plan, indicate total grant and total match dollars for each category.

- Description of community -- the current state and needs of the community and the urban forest baseline. Current tree canopy data from an inventory or assessment, community needs, priority areas, and a review of current policies and procedures for tree planting and maintenance are examples of items that should be included in this section.
- Vision for the urban forest – the desired future state of the urban forest in the community. This should reflect the overall goal the plan hopes to achieve.
- Strategic Plan – specific goals, objectives, and actions based upon the current conditions and identified needs to achieve the vision for the urban forest.
- Urban forest storm preparedness and mitigation – a section specifically addressed to guide future management of vegetative debris in natural disasters, along with mitigating the risk to the public from debris in future disasters.
- Implementation Plan – a document that assigns specific dates and responsibilities for the actions and goals of the strategic plan.
- Monitoring Plan -- a written system to measure progress and assess the overall effectiveness of the Urban Forest Management Plan.

Additional sections of the plan that you may wish to incorporate and that are acceptable through this grant include:

- Urban wood utilization
- Urban heat mitigation
- Health impacts from urban trees

Additional Requirements for project categories:

Tree Planting Requirements

1. Trees/palms (including those planted as part of the local match) must be at least Florida Grade #1 or equivalent (Florida Division of Plant Industry, Grades and Standards).
2. Trees may not exceed a 4-inch caliper. Palms may not be taller than 16 feet, clear trunk.
3. Minimum tree size is 1½ inch caliper, in at least a 15-gallon container.
4. At least four species native or naturalized to the area; suitable for the site; and objective must be planted. No species may represent over 25% of the total number of trees planted during the project.
5. Up to ten percent (10%) of the grant award may be used for the purchase and/or installation of irrigation equipment or an irrigation system, or for supplemental watering during the 60-day grow-in period.
6. Trees listed on the Exotic Pest Plant Council's MOST RECENT list of Florida's Invasive Species **may not** be planted as any part of this grant program. The list may be found at <https://floridainvasivespecies.org/>
7. Maximum allowable cost per individual tree or palm is \$600, which can be split between grant and match for purchasing and planting.
8. Written approval is required (as part of the proposal) from the Florida Department of Transportation for planting and maintenance on any state right-of-way.
9. Eligible multi-stemmed tree species include only those listed on the Right Tree/Right Place posters produced by the Florida Urban Forestry Council, unless FFS permission is granted for another species. Applicants interested in using multi-stemmed species should submit their application with any proposed

- species, and acceptance of the application will indicate acceptance of this species' utilization, unless otherwise notified.
10. A maximum of \$15 per tree may be spent on planting materials during the 60-day grow-in period only.
 11. Purchase and planting of shrubs and ground covers in conjunction with tree planting may only serve as a matching cost, and as such cannot be reimbursed.
 12. Proposals must include the following information:
 - a. Location map.
 - b. Minimum of three color photographs of the planting site.
 - c. Detailed planting plan (site plan) which shows the location of the trees/palms, existing structures, and site limitations such as underground utilities and overhead wires.
 - d. Written approval from the Florida Department of Transportation for planting and maintenance on the State right-of-way, if applicable.
 - e. Three-year maintenance plan to be carried out by the grant recipient at their expense. Maintenance costs incurred after certification by the Florida Forest Service are ineligible for reimbursement.
 - f. Resolution by the managing agency of the property (if different from the applicant) which states that they concur with the grant proposal and maintenance plan.
 13. Sixty-day "grow-in period" is required prior to Certification of Acceptance by the Department and the processing of the final reimbursement. The proposal should state how the trees will be watered and cared for during the grow-in period.
 14. Tree Plantings must follow established procedures for handling, placement, and maintenance. Refer to <https://hort.ifas.ufl.edu/woody/> for additional guidance.
 15. After tree planting is completed, an iTree Design report of the project is required to be submitted prior to the processing of the final reimbursement. This tool estimates the future reduction in storm water runoff and increase in water quality over the life of the planted trees. The report should include assessments for years 5, 15, and 25. iTree Design is an easy to use and a free program that can be found at <https://design.itreetools.org/>.

Tree Maintenance Requirements:

1. All work must be conducted under the supervision of an International Society of Arboriculture (ISA) certified arborist, preferably on the staff of the managing agency, but if the agency is using a contractor to conduct maintenance, the certified arborist could be on the staff of the selected contractor or hired as an independent entity.
2. Proposals must include a site map showing the areas in which maintenance will be conducted and what maintenance will be done on each tree receiving work in the selected area.
3. Proposals must include color photographs of each site in which maintenance will be conducted with a caption indicating the maintenance actions that are planned to be taken.
4. If selected, applicant(s) must provide before and after pictures of each pruning or removal action taken to show the cause for the work, and that the proper work was completed.
5. Written approval is required (as part of the proposal) from the Florida Department of Transportation for maintenance on any state right-of-way.
6. All work conducted must follow ANSI A300 and Z133 standards for best management practices found at [International Society of Arboriculture \(isa-arbor.com\)](http://international.societyofarboriculture.com)
7. This work is directly for increasing storm resiliency and reducing public risk. Maintenance projects shall not include traffic-clearance oriented pruning work. All



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS**

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<p>_____ PRINTED NAME/TITLE OF REPRESENTATIVE</p>	<p style="text-align: center;">FDACS# 32730</p> <p>_____ CONTRACT / PURCHASE ORDER NUMBER</p>
<p>_____ SIGNATURE OF REPRESENTATIVE / DATE</p>	

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

<p>_____ PRINTED NAME/TITLE OF REPRESENTATIVE</p>	<p style="text-align: center;">FDACS# 32730</p> <p>_____ CONTRACT / PURCHASE ORDER NUMBER</p>
<p>_____ SIGNATURE OF REPRESENTATIVE / DATE</p>	

Certificate Of Completion

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Status: Sent

Subject: Please DocuSign: FDACS CONTRACT# 32730 CITY OF SANIBEL

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Joseph Duncan

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Joey B. Hicks

joey.hicks@fdacs.gov

Director of ADministration

Director of Administration

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Joey B. Hicks

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HOLLY MILBRANDT

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Todd Little

Todd.Little@fdacs.gov

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CONTRACTS		
Contracts@fdacs.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: April 19, 2022 10:10		
ID: 5695f407-15b9-4d70-aded-c5e1c7791665		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	July 14, 2025 16:30

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Crahsoft OBO Florida Department of Agriculture and Consumer Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Crahssoft OBO Florida Department of Agriculture and Consumer Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: salena.yarbrough@freshfromflorida.com

To advise Crahssoft OBO Florida Department of Agriculture and Consumer Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at salena.yarbrough@freshfromflorida.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Crahssoft OBO Florida Department of Agriculture and Consumer Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Crahssoft OBO Florida Department of Agriculture and Consumer Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Crahssoft OBO Florida Department of Agriculture and Consumer Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Crahssoft OBO Florida Department of Agriculture and Consumer Services during the course of your relationship with Crahssoft OBO Florida Department of Agriculture and Consumer Services.