



INTERNAL CONTRACT ROUTE SLIP

Division: **FLORIDA FOREST SERVICE** Date: **08/22/2023**
 Contract Manager: **WAN, BIN** Contract : **30395**
 Contract Period: **Upon Execution To 06/30/2024** Org Code: **42110604300**
 Procurement Method: **EXEMPT - GOVERNMENT AGENCIES**
 Appropriation Category: **100619** EO: **HW**
 Funding: General Revenue: **NO** Federal Funding: **NO** Obj. Code: **751000**
 Trust Fund Name: **INCIDENTAL TRUST FUND DACS**
 Services Required:

T. MARK SCHMIDT OHV SAFETY AND RECREATION GRANT: Construction of a motocross track at the Bone Valley ATV Park.

Vendor Name: **POLK CO A POLITICAL SUBDIVISION**
 Commodity Code: _____ Contractor's FEID# **F596000809258**
 Rate of Compensation: _____ Contract Amount: **\$246,302.75**
 Division _____ Authorized _____
 Director: _____ Supervisor: _____
 Signature _____ Date _____ Signature _____ Date _____

***** BELOW FOR USE BY DIVISION OF ADMINISTRATION ONLY *****

Contract Administrator: <u>Joseph Duncan</u>	Signature	9/25/2023
Legal Section: <u>Genevieve Hall</u>	Signature	9/25/2023
Finance and Accounting: _____	Signature	Date
Purchasing Director: _____	Signature	Date
Planning and Budgeting: _____	Signature	Date
	Signature	Date

DACS-01084 05/01

Scan Documents using Request Number : **17153601**



**INTERNAL CONTRACT ROUTE SLIP****FACTS INFORMATION**Contract Number **30395**Original Contract Amt **\$246,302.75** DFS Contract Type **GD**Long Title **POLK CO A POLITICAL SUBDIVISION**Short Title **POLK CO A** Authorized Advance Payment **N**Execution Date _____ Effective Date _____ Expiration Date **06/30/2024**

State Term Contract or Alternate Source ID _____

Contract Exempt Justification

Government Agencies

Agency Solicitation Num _____

Business Case Study **N** Case Study Date _____Legal Challenges to Procurement **N**

Legal Challenge Description

Contract Statutory Authority **589.04**Provide for Administrative Cost **N** Administrative Cost Percent _____ %Provide for Periodic Increase **N** Periodic Increase Percent _____ %Was the Contract Function Previously performed by the State? **N**Was the Contract Function Considered for Insourcing Back to the State? **N**Did the Vendor make Capital Improvements on State Property? **N**

Capital Improvement Description

Value of Capital Improvements? _____

Value of Unamortized Capital Improvements? _____

Contract involves State or Fed Financial Aid State Fed **Y**Recipient Type **C** **LOCAL GOVERNMENT**

Vendor List

Vendor Number	Name	Address	Phone Number
F596000809	POLK CO A POLITICAL SUBDIVIS	4177 BEN DURRANCE ROAD	5347377

Funding Sets

Org Code	EO	Obj Code	App Cat	Amount	FY Effective Dt	RE-NR
Account Code	Fund Description					
42110604300	HW	751000	100619	\$ 246,302.75	07/01/2023	RE
42202381001421104000010061900	INCIDENTAL TRUST FUND DACS					

Division List

FLORIDA FOREST SERVICE

Approvers List

Approver	Date	Routing Stop
LEHNERT, KAREN	09/12/23 08:22	DOF FINANCE
SMART, VANESSA M	09/12/23 11:59	FFS FISCAL LIAISON
STYS, JOHN E	09/14/23 08:55	DIVISION DIRECTOR - FLORIDA FOREST SERVICE
DUNCAN, JOSEPH	09/22/23 15:24	CONTRACT ADMIN 1ST STOP
EDWARDS, D A	09/25/23 07:12	DEPUTY CHIEF OF STAFF FOR OPERATIONS
WISEHEART, MARSHALL G	09/25/23 10:21	POLICY AND BUDGET
ADAMS, KELLY M	09/25/23 10:25	FINANCE AND ACCOUNTING
FAIRCLOTH, MICHELLE O	09/25/23 11:39	GENERAL SERVICES

Deliverables		
Commodity Code	Commodity	
Method of Payment		Major Deliverable Price
93141904	Agricultural or rural cooperatives services	
COST REIMBURSEMENT		\$246,302.75
Non Price Justification		
Source Documentation Reference Page		
2		
Major Deliverable		
See Scope of Work		
Performance Metrics		
See Scope of Work		
Financial Consequences		
The Department shall have all rights and remedies provided at law or in equity, including without limitation the following: Temporarily withhold cash payments, disallow all or part of the cost of the services not in compliance, or wholly or partly suspend or terminate the contract.		

CSFA	
CSFA Code	Description
42.020	OFF-HIGHWAY VEHICLE SAFETY AND RECREATION (OHV)

CFDA	
Code	Description



Florida Department of Agriculture and Consumer Services
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

**WILTON SIMPSON
COMMISSIONER**

This AGREEMENT, made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and Polk County, a political subdivision of the State of Florida, the RECIPIENT.

ARTICLE 1: TERM

1.1 Contract Period: Upon execution through June 30, 2024.

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:

Procure contractual services to construct a Motocross Track for the Bone Valley ATV Park, which includes materials (sediment barrier, berm/embankment, and road clay) and

construction (clearing and grubbing, excavation, track construction, and mobilization). See Attachment A for additional details. The completion of the Motocross Track is planned for June 2024.

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.

1. Documentation of delivery of all construction materials (listed above in section 2.1 and in Attachment A) to the project site (photographs and shipping information to clearly show amount of material delivered).
2. Documentation of all construction tasks (listed above in section 2.1 and Attachment A) at the project site (photographs of before and after, receipts of work completed).
3. Quarterly progress reports on the status of Motocross Track construction, which should include site photographs showing progress. Progress reports will be due by December 31, 2023, March 31, 2024, and June 30, 2024.
4. This is an 80/20 grant. The RECIPIENT shall provide 20% or \$61,575.69 in expense or in-kind match, and documentation of match.
5. Deliverables must be complete and invoices paid by June 30, 2024 to be eligible for reimbursement under this agreement.
6. Final project report will be due upon motocross track completion.

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: Invoices received for goods/services stipulated in the scope of work/deliverables without proper supporting documentation will result in non-payment until satisfactory documentation is accepted and approved by the DEPARTMENT.

- 2.5 Department Services. The DEPARTMENT agrees to provide the following services: N/A

ARTICLE 3: COMPENSATION & EXPENSES

- 3.1 The DEPARTMENT will pay the RECIPIENT as follows:
The DEPARTMENT shall reimburse the RECIPIENT \$246,302.75 upon verification of the satisfied deliverables and sufficient reimbursement document(s) that are submitted quarterly.
- 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 this AGREEMENT.
- 3.3 Invoices. Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.
- 3.3.1 Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.
- 3.3.2 Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- 3.4 Transaction Fee. RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit

fees pursuant to Section 287.057(22), F.S., and any rules implementing Section 287.057, F.S.

- 3.5 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.

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

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

ARTICLE 4: INTELLECTUAL PROPERTY

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

the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

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

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1 RECIPIENT 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 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 acknowledges and agrees that, pursuant to Section 287.133(2)(a), Florida Statutes, 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.
- 5.4 RECIPIENT acknowledges and agrees that, pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

- 5.5 RECIPIENT acknowledges and agrees that, pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
- 5.6 RECIPIENT 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 RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
- 5.7 RECIPIENT 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).
- 5.8 RECIPIENT shall comply with Section 20.055, Florida Statutes.
- 5.9 RECIPIENT 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 represents and warrants 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 by law.

- 5.10 RECIPIENT represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the RECIPIENT 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. Subcontractors shall be verified by RECIPIENT through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.

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 119, 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@FDACS.GOV**

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 No Subcontracting. RECIPIENT agrees that all services to be performed hereunder shall be performed solely by the RECIPIENT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT, which may be withheld by DEPARTMENT for any reason or granted subject to RECIPIENT's compliance with one or more of the following: (i) RECIPIENT purchasing, at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and material; (ii) DEPARTMENT withholding, as retainage, 25% or the highest percent permitted by law, whichever is less, of all payments made to the RECIPIENT until RECIPIENT submits evidence satisfactory to DEPARTMENT that all subcontracts and outstanding indebtedness in connection with the services hereunder have been paid for by the RECIPIENT; and (iii) RECIPIENT disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the RECIPIENT.
- 9.11 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 Sections 4.5, 6.1, 9.2, and 9.10 hereof and Article 8 hereof will survive the termination of this AGREEMENT.
- 9.12 Administration of AGREEMENT.

The contract manager for the DEPARTMENT is State Recreation Coordinator Bin Wan and is located at 3125 Conner Boulevard, C-25, Tallahassee, Florida 32399-1650; (850) 681-5870; Bin.Wan@FDACS.gov.

The contract manager for the RECIPIENT is Michael Callender and is located at 4177 Ben Durrance Road, Bartow, Florida 33830; (863) 534-4340; MikeCallender@polk-county.net.

ARTICLE 10: STATE FUNDING DISCLOSURE

10.1 State resources awarded to the RECIPIENT pursuant to this agreement and are from the Florida Department of Agriculture and Consumer Services, T. Mark Schmidt OHV Trust Fund, catalog number 42.020 in the amount of \$246,302.75.

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 (title and number). **N/A**

10.2 Reporting Requirements. Contracts for services with non-profit organizations as defined in Section 215.97(2)(m), F.S. require the RECIPIENT to 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 RECIPIENT, and 2) allocated under each payment by the DEPARTMENT to be used for remuneration of any member of the board of directors or an officer of the RECIPIENT. The documentation must indicate the amounts and receipts of remuneration.

10.3 The RECIPIENT is not classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the RECIPIENT is not required to complete and return the Total Compensation Paid to Non-Profit Personnel Using State Funds form (FDACS-01324) in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this AGREEMENT, for each member of the board of directors or officer of the RECIPIENT as applicable.

10.4 RECIPIENTS that are classified as a non-profit organization must post on the RECIPIENT'S website the information required by Section 216.1366, F.S., if the RECIPIENT maintains a website.

10.5 Failure to comply with the requirements of Section 216.1336, F.S., may result in termination of the AGREEMENT as prescribed in Section 7.2.

ARTICLE 11: EXECUTIVE COMPENSATION

11.1 The RECIPIENT shall complete and return the Executive Compensation Attestation for State Financial Assistance Contracts (FDACS-01317) within ten (10) business from execution of this agreement.

11.2 In the event that the RECIPIENT 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, then the RECIPIENT shall provide an annual report to the DEPARTMENT 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 RECIPIENT'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 RECIPIENT's IRS Form 990.

- 11.3 RECIPIENT understands and agrees that it must provide DEPARTMENT of written notice detail any change in executive compensation in the intervening period between annual reports.
- 11.4 RECIPIENT understands and agrees that failure to comply with any provision of this section constitutes a material breach for which DEPARTMENT may seek termination of this agreement pursuant to Section I of this Agreement.
- 11.5 Absent written extension of the deadline to provide the annual report, the parties agree that the RECIPIENT shall be liable for a financial consequence of \$100 per calendar day until the report is delivered.
- 11.6 The final annual report shall be delivered to the Department as part of the close out process detailed in Article 8.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

RECIPIENT

Joey B. Hicks
Signature

Signature

Division of Administration
Title

Title


9/26/2023
Date

Date

Attachment A

Florida's Crossroads of Opportunity

Board of County Commissioners

 **Parks & Recreation**
4177 Ben Durrance Road
Bartow, Florida 33830



PHONE: 863-534-4340
FAX: 863-534-7006
www.polk-county.net

PARKS & NATURAL RESOURCES DIVISION

June 28, 2023

Florida Department of Agriculture and Consumer Services
Florida Forest Services
FY 23 – 24 OHV Grant Application
Attn: Brooks White OHV Coordinator
Connor Building – Mail Stop C – 25
3125 Connor Blvd.
Tallahassee, FL 32399 – 1650
Telephone (850) 681-5884

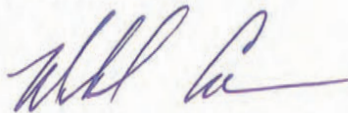
Dear Ms. Brooks White/OHV Advisory Committee

Polk County Parks and Natural Resources is submitting a grant application under category 2A – Construction of New Trails. If awarded, funding from this grant will help pay for the construction of a motocross track on the Bone Valley ATV Park Expansion properties. The Opinion of Probable Construction Cost indicates that the total construction of the motocross track is expected to be \$307,878.43 with the County providing \$61,575.69 (20%) and the Grant providing \$246,302.75 (80%).

Based on the construction timeline provided, the construction of the motocross track will be completed by early June 2024.

Thank you for the opportunity to apply for the T. Mark Schmidt Off-Highway Vehicle Grant. We are excited for the prospect opportunity this grant affords us as it relates to the expansion and development of Bone Valley ATV Park.

Sincerely



Mike Callender, Parks, and Recreation Manager
Polk County Parks and Natural Resources

Opinion of Probable Construction Costs for Track				
Description	Unit	Unit Cost (\$/unit)	Total Quantity	Total Cost
Materials Cost				
Sediment Barrier	lf	\$1.76	5280	\$9,292.80
Berm/Embankment and Delivery	cy	\$16.50	5,333.33	\$87,999.95
Road Clay and Delivery	cy	\$16.50	3,911.00	\$64,531.50
Construction Cost				
Clearing and Grubbing	ac	\$15.33	25.00	\$383.25
Regular Excavation	cy	\$6.45	3,911.00	\$25,225.95
Track Construction	lf	\$23.64	3,911.00	92,456.04
Mobilization (10%)	ls	\$27,988.95	1	\$27,988.95
Total				\$307,878.43

Project Cost Breakdown

County Contribution @ 20%	\$61,575.69
Requested Grant @ 80%	\$246,302.75
Total cost of Track Project	\$307,878.43

T. MARK SCHMIDT OHV GRANT PROGRAM (2023-2024)

OPENING DATE/TIME: June 02, 2023 @ 2:00 PM

ATTACHMENT A**Project Budget Worksheet**Category: Category 2A Construction of New Trails TOTAL PROJECT \$ 307878.43 / 100%**SUMMARY OF COSTS** (A minimum of 80/20 match on behalf of the proposer is REQUIRED)TOTAL PROJECT BUDGET: \$ 307,878.43REQUESTED GRANT \$ 246,302.75 / 80 % LOCAL MATCH \$ 61,575.69 / 20 %

	GRANT (I)	MATCH (II)
Contractual costs	<u>\$246,302.75</u>	<u>\$61,575.69</u>
Personnel costs	<u></u>	<u></u>
Travel costs	<u></u>	<u></u>
Equipment costs	<u></u>	<u></u>
Supply costs	<u></u>	<u></u>
Operating costs	<u>N/A</u>	<u></u>
Other	<u></u>	<u></u>

Total Requested Grant (I) \$ 246,302.75 (80 %)Total Local Match (II) \$ 61,575.69 (20 %)100% Total Program Cost (III) \$ 307,878.43 (Sum of I and II)**A PROJECT BUDGET WORKSHEET**
DETAILING ALL COSTS IDENTIFIED ABOVE MUST BE ATTACHED**PROJECT LOCATION INFORMATION** (Please print or type)County Polk CountySpecific Location of the Project (Please use major roads and intersection):
Southwest Polk County, East of the intersection of County Road 630 W and Fort Green Road

Is the Land in Pubic Ownership? Yes

Name of Landowner: Polk County

Project Title: Motocross Track

Applicant Name: Polk County, a political subdivision of the State of Florida

T. MARK SCHMIDT OHV GRANT PROGRAM (2023-2024)**OPENING DATE/TIME: June 02, 2023 @ 2:00 PM****ATTACHMENT A - Project Budget Worksheet (cont.)**

Please note: All applications must include a detailed itemized budget summary that lists all anticipated expenditures and explains all project costs.

IMPORTANT: THIS FORM MUST BE USED. APPLICANTS NOT USING THIS FORM WILL BE RULED INELIGIBLE.

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<u>Contractual</u> (description) Fund the construction of a Motocross Track for Bone Valley ATV Park	1	\$307,878.43	\$246,302.75	\$61,575.69
<u>Personnel</u> (list titles or positions)				
<u>Travel</u>				

T. MARK SCHMIDT OHV GRANT PROGRAM (2023-2024)

OPENING DATE/TIME: June 02, 2023 @ 2:00 PM

**ATTACHMENT A –
Worksheet (cont.)****Project Budget**

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<u>Equipment</u> (list items)				
<u>Supplies</u> (list items)				

T. MARK SCHMIDT OHV GRANT PROGRAM (2023-2024) OPENING DATE/TIME: June 02, 2023 @ 2:00PM

ATTACHMENT A – Project Budget Worksheet (cont.)

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<u>Operating Costs</u> (list)			N/A	
<u>Other</u> (list specific items)				
Total			\$246,302.75	\$61,575.69

Certificate Of Completion

Envelope Id: 5F5FD5FDA9234E5089245D923DED9313

Status: Sent

Subject: Please DocuSign: FDACS CONTRACT# 30395 POLK COUNTY

Source Envelope:

Document Pages: 29

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Joseph Duncan

407 South Calhoun Street

Mayo Building, SB-8

Tallahassee, FL 32399-0800

Joseph.Duncan@fdacs.gov

IP Address: 167.95.10.72

Record Tracking

Status: Original

September 25, 2023 | 13:21

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Joseph Duncan

Joseph.Duncan@fdacs.gov

Pool: StateLocal

Pool: Florida Department of Agriculture and
Consumer Services

Location: DocuSign

Location: DocuSign

Signer Events

Joseph Duncan

Joseph.Duncan@FDACS.Gov

Signing Group: Contract Administrator

Security Level: Email, Account Authentication
(None)**Signature**

Signature Adoption: Pre-selected Style

Using IP Address: 167.95.10.72

Timestamp

Sent: September 25, 2023 | 13:27

Viewed: September 25, 2023 | 13:30

Signed: September 25, 2023 | 13:30

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Genevieve Hall

Genevieve.Hall@fdacs.gov

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 167.95.13.89

Sent: September 25, 2023 | 13:31

Viewed: September 25, 2023 | 16:20

Signed: September 25, 2023 | 16:24

Electronic Record and Signature Disclosure:

Accepted: September 25, 2023 | 16:20

ID: 71cb69eb-d67c-41ad-912c-a4b252f40056

Joey B. Hicks

joey.hicks@fdacs.gov

Director of ADministration

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 167.95.13.65

Sent: September 25, 2023 | 16:24

Viewed: September 26, 2023 | 10:21

Signed: September 26, 2023 | 10:21

Electronic Record and Signature Disclosure:

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MICHAEL CALLENDER

MIKECALLENDER@POLK-COUNTY.NET

Security Level: Email, Account Authentication
(None)

Sent: September 26, 2023 | 10:21

Viewed: October 10, 2023 | 09:19

Electronic Record and Signature Disclosure:

Accepted: October 10, 2023 | 09:19

ID: d12ab793-88d1-4856-94a9-19e1aaae2df2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Bin Wan Bin.Wan@FDACS.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign 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	<div>COPIED</div>	Sent: September 26, 2023 10:21 Viewed: September 26, 2023 10:42
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	September 25, 2023 13:27
Certified Delivered	Security Checked	October 10, 2023 09:19
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

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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

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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.

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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.

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- 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..

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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.

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- 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.