



Florida Department of Agriculture and Consumer Services
Division of Administration
Bureau of General Services

WILTON SIMPSON
COMMISSIONER

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

This Agreement made and entered into on _____, by and between the Florida Department of Agriculture and Consumer Services, (Department), and _____, (Recipient), collectively referred to as "the Parties".

ARTICLE 1: TERM

- 1.1 Contract Period: _____ ("Term").
- 1.2 Extension and Renewal.
 - 1.2.1 Extension of a contract 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 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 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.

ARTICLE 2: SERVICES

- 2.1 Scope of Work. The Recipient agrees to perform the following tasks:

- 2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: _____
- 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 will be made.

Instructions: Deliverables must be directly related to the Scope of Work and specify the minimum levels of service to be performed by the Recipient and provide criteria for evaluating the successful completion of each deliverable. (Remove this instruction once finalized).

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:

2.5 Department Services. The Department agrees to provide the following services:

ARTICLE 3: COMPENSATION & EXPENSES

3.1 The Department will pay the Recipient as follows:

(Complete the following paragraph only if the GAA specifically names the Recipient or entity, otherwise delete this paragraph in its entirety then remove this sentence):

The Department will provide the Recipient payment in an amount not to exceed \$ _____ for the agreement period of July 1, 20____, through June 30, 20____, as appropriated by Line _____ of the General Appropriations Act for the 20____-20____ State fiscal year.

- 3.1.1 The Recipient may expend funds only for allowable costs resulting from obligations incurred during the agreement period.
- 3.1.2 The balance of unobligated funds which has been advanced or paid must be refunded to the Department.
- 3.1.3 Funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to 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, (F.S.) if prior written authorization is provided by the Department.

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, F.S., 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, F.S., 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 must include all required reports, forms, and documentation as defined in this Agreement to be accepted as complete by the Department. Invoices determined to be incomplete will be returned to the Recipient within five (5) working days of submission to the Department.
- 3.3.3 Invoices returned by the Department to the Recipient 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 MyFloridaMarketPlace. The Recipient shall register with MyFloridaMarketPlace and comply with any requirements thereto.
- 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), F.S., 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.
- 3.6 Funding. In accordance with Section 287.0582, F.S., 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 Agreement 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," the Recipient shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in this Agreement and with no additional compensation.
- 4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by the Recipient to create a deliverable, but which exists as work independent of the deliverable, unless the preexisting software or work was developed by the Recipient pursuant to a previous contract with the Department or a purchase by the Department under a State Term Contract.

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1 The 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. The Recipient certifies that it and all subcontractors are registered with and will use the E-Verify system to verify the work authorization status of all new employees for the duration of this Agreement as required by Section 448.095, F.S., and shall receive and maintain affidavits from subcontractors as required by Section 448.095(5), F.S..
- 5.2 The 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).
- 5.3 The Recipient shall comply with Section 20.055(5), F.S.
- 5.4 The 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.

ARTICLE 6: PUBLIC RECORDS

- 6.1 To the extent that Recipient 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. 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 no cost to the Department.
 - 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 this Agreement and following completion or termination of this Agreement if the Recipient does not transfer the records to the Department.
 - 6.1.4 Upon completion or termination of this Agreement, 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 this Agreement, 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 this Agreement, 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 of this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from disclosure pursuant to Florida law.
- 6.3 Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

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. If, after termination, it is determined that the Recipient was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Department pursuant to Article 7.1. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- 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: (1) temporarily withhold cash payments pending correction of the deficiency by the Recipient; (2) disallow all or part of the cost of the services not in compliance; and/or (3) wholly or partly suspend or terminate this contract.

7.3 Obligations of Parties upon termination.

7.3.1 The Department shall pay and/or reimburse the 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 Agreement or may be directed by the Department during the notice period.

7.3.2.2 Furnish notice of termination to 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 its possession 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, F.S.

- 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, F.S.; 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, F.S., 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, F.S., 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, F.S., is not required. If however, the Recipient elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., 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, F.S.
- 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, F.S. 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, F.S., 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 The Recipient shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. 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, F.S. 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 The 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 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 Recipient (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, and employees, nor shall the Recipient disclaim its own negligence to the Department.
- 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 or exhibits, 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 and Venue. This Agreement shall be governed by the laws of the State of Florida with venue in Leon County, 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 Agreement.

- 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. The 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 Survival. The termination of this Agreement (whether by expiration, 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 Articles 4.5, 6.1, and 9.2 and Article 8 will survive the termination of this Agreement.
- 9.11 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.
- 9.12 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.

9.13 Administration of Agreement.

The contract manager for the Department is _____ and is located at _____.

The contract manager for the Recipient is _____ and is located at _____.

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

- 9.14 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 in Article 9.13.

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, Catalog of State Financial Assistance: (title and number), \$ _____ (amount).

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).

- 10.2 Inspection and Reporting Requirements. Upon request, the Recipient shall comply with Section 216.1366, 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 Recipient is a non-profit organizations as defined in Section 215.97(2)(m), F.S., then the Recipient 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 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 or is not*) ____ classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore, the Recipient ____ (*is or 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(3), F.S., no later than ten (10) business days from execution of this Agreement and with each invoice submission in accordance with Article 3.3. If the non-profit Recipient maintains a website, the Recipient must post the information required by Section 216.1366(3), F.S., on its website.
- 10.4 Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Article 7.2.

NOTE: Articles 11 and 12 do not apply to Individuals or Private Citizens.

ARTICLE 11: EXECUTIVE COMPENSATION

- 11.1 The Recipient 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.
- 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, or this Agreement results from the Recipient being named in statute as the required Recipient of a sole-source, public-private Agreement, 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 Article 7 of this Agreement.
- 11.5 The final annual report shall be delivered to the Department as part of the close out process detailed in Article 8.

ARTICLE 12: AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(14), F.S., when a contract is executed, renewed, or extended between the Department and a nongovernmental entity, an officer or representative of the nongovernmental entity must attest under penalty of perjury that it 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 Department no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the Department's contract manager and reference the contract number in the subject line.

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

Florida Department of Agriculture
and Consumer Services

Recipient

Signature

Signature

Director, Division of Administration
Title

Title

Date

Date

DRAFT