

Federal Award Identification Number: FSA20GRA0010342

The following
AGREEMENT
BETWEEN
THE FARM SERVICE AGENCY
AND
THE STATE OF FLORIDA
Applies to this Award:

FOR THE PURPOSE OF ESTABLISHING A STATE GRANT
TO PROVIDE ASSISTANCE TO PRODUCERS IMPACTED
BY HURRICANE MICHAEL

Statement of Work

On behalf of the Secretary of the U.S. Department of Agriculture (the Secretary), the Farm Service Agency (FSA) agrees to provide a grant to the State of Florida (hereinafter referred to as the State) for distribution to eligible producers that suffered financial losses as a consequence of Hurricane Michael in accordance with the terms of this Agreement.

A. BACKGROUND AND PURPOSE

The Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Pub. L. 116-20), as amended by the Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94), provided funds for necessary expenses related to losses of crops, trees, bushes, and vines related to the consequences of Hurricane Michael and other selected weather events occurring in calendar years 2018 and 2019. The Secretary has directed FSA to provide \$380,700,000 plus certain administrative costs delineated in this Agreement, in the form a block grant to the State. The grant covers qualifying losses associated with Hurricane Michael not covered by other USDA disaster programs for timber and center pivot irrigation.

B. DEFINITIONS

Under this Agreement, the following definitions apply:

1. Center pivot irrigation includes everything in a center pivot structure except for any structure below the ground surface including pumps and wells or generators.
2. Eligible county means a primary county declared a disaster by the President or designated by the Secretary in the 2018 calendar year due to Hurricane Michael.
3. Eligible loss means necessary expenses related to the following:
 - timber; and
 - center pivot irrigation.
4. Eligible producer means a producer, located in an eligible county, that is the owner of record on October 10, 2018, or in the event the land has been transferred or sold, an eligible successor as determined by the State of Florida at time of application having a minimum of ten contiguous (10) acres of nonindustrial.

private forest land (NIPF) or is the owner of irrigation infrastructure that was damaged by Hurricane Michael. Foreign persons and legal entities containing members, stockholders or partners who are foreign persons are not eligible producers. Lessees who have rights to the timber crop at the time of application are also deemed an eligible producer if all other program requirements are met.

To be eligible for benefits, an eligible producer is a person or legal entity that must be a:

- citizen of the United States;
 - resident alien; for purposes of this part, resident alien means “lawful alien” as defined in 7 CFR part 1400;
 - partnership consisting solely of citizens or resident aliens of the United States; or
 - corporation, limited liability corporation, or other farm organizational structure organized under State law consisting solely of citizens or resident aliens of the United States.
5. Farming operation means a business enterprise with an eligible producer as part of the operation engaged in producing agricultural products.
 6. Foreign person means someone who is not a:
 - citizen of the U.S.
 - lawful alien possessing a valid Permanent Resident Card / Resident Alien Card (I-551).
 7. Linkage means that as a condition of receiving payments under the terms of this Agreement, a producer agrees to obtain Federal Crop Insurance or Noninsured Crop Disaster Assistance (NAP) for the next available two consecutive years for which such coverage is available (either 2021 and 2022 or 2022 and 2023) in the county for the crops, trees, bushes and/or vines grown within the circumference/area irrigated by the center pivot irrigation system for which benefits are received under this Agreement and for which such coverage is available. Linkage applies to the crop(s) under the center pivot irrigation on October 10, 2018. Linkage does not apply to timber.
 8. Nonindustrial private forest land (NIPF) means land that had tree cover immediately before the natural disaster occurred and is suitable for growing trees and is owned by a nonindustrial private individual, group, association, corporation or other private legal entity.
 9. A stand of trees means a contiguous group of trees sufficiently uniform in age class distribution, composition, and structure, and growing on a site of sufficiently uniform quality, to be a distinguishable unit, such as mixed, pure, even-aged, and uneven-aged stands.

C. ASSISTANCE PROVIDED TO STATE

1. The total grant amount to the State for eligible producer payments is \$380,700,000.
2. In addition to the amount allocated for producer payments, FSA will provide the State an amount not to exceed five percent (5%) of the amount provided for eligible producer payments (\$380,700,000) following approval from FSA as described below, to cover direct costs required to administer payments to eligible producers under the terms of this Agreement in addition to indirect costs applied to administrative direct costs. The State will submit drawdown requests in accordance with the Work Plan as described in Section G of this Agreement. The total amount available for administrative direct and indirect costs will not exceed \$19,035,000.

3. Disbursement of administrative costs is contingent on FSA's approval of the Work Plan described in section G below.
4. All expenditures under this Agreement from the State to an eligible producer and the State's administrative costs must comply with the regulations, policies, guidelines and requirements as they relate to the applications, acceptance, and use of Federal funds for this Federally assisted project including: 2 CFR Chapter I (Office of Management and Budget Government-wide Guidance for Grants and Agreements) and Chapter II (Office of Management and Budget Guidance) as well as 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and USDA implementing regulations, such as 2 CFR Part 400 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 2 CFR Part 415 (General Program Administrative Regulations), 2 CFR Part 416 (General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments), and 2 CFR Part 418 (New Restrictions on Lobbying).
5. Under this agreement no eligible producer may receive payments on more than 2,500 acres for all types of assistance.
6. Direct attribution, as is defined in 7 CFR Part 1400, will not be applied to any recipient or sub-recipient under this agreement.
7. AGI (adjusted gross income) will not apply to any recipient or sub-recipient under this agreement.
8. The total amount of payments received by an eligible producer under this Agreement and applicable policies of crop insurance under the Federal Crop Insurance Act (7 U.S.C. 1501 et seq.) or the Noninsured Crop Disaster Assistance Program (NAP) under section 196 of the Federal Agriculture Improvement and Reform Act of 1996 (7 U.S.C. 7333) shall not exceed 90 percent of the loss.
9. The total amount of payments received by an eligible producer under this Agreement who did not obtain a policy or plan of insurance for an insurable commodity for the applicable crop year under the Federal Crop Insurance Act (7 U.S.C. 1501 et seq.) for the crop incurring the losses or did not file the required paperwork and pay the service fee by the applicable State filing deadline for a noninsurable commodity for the applicable crop year under NAP for the crop incurring the losses shall not exceed 70 percent of the loss.

D. PAYMENTS TO PRODUCERS

1. In order to assist eligible producers, the State will use the funds for losses associated with the following to aid in the recovery of farming operations:

Part 1: Timber Losses

Part 2: Center Pivots Irrigation

Part 1: Timber Losses.

- a. The State will issue payments to eligible producers for timber losses due to Hurricane Michael.
- b. Participation is limited to timber producers with a minimum of ten (10) contiguous acres within the stand.
- c. An eligible producer must own the property on October 10, 2018, or be an eligible successor as determined by the

State of Florida or hold the lease to the property with rights to the timber crop at the time of application.

- d. Eligible timber losses are limited to non-industrial, private forest land.
- e. An applicant must meet a minimum of timber loss greater than or equal to 10 contiguous acres within a stand.
- f. To qualify for the payment rates for pine or hardwood, over 70% of the pine stand must consist of pine trees or over 70% of the hardwood stand must consist of hardwood trees. For the mixed pine/hardwood category, stands of trees must be composed of less than seventy percent (70%) of either pine or hardwood, as determined by the State.
- g. For those stands of trees that suffered a minimum thirty-five percent (35%) production loss as determined by the State due to Hurricane Michael, such losses will be eligible for payments calculated in accordance with *Table 1*.
- h. For those stands of trees that suffered at least a twenty-five percent (25%) loss but less than a thirty-five percent (35%) production loss as determined by the State due to Hurricane Michael, such losses will be eligible for payments calculated in accordance with *Table 2*.
- i. Applicants must certify the presence and ratio of damage to stands of trees through maintenance and/or production records, site visits, photographs, aerial imagery or other sufficient documentation as determined by the State. Timberland that has been replanted since hurricane landfall may be eligible for a payment if all other program requirements are met as determined by the State.
- j. Production loss will be calculated by stand of trees.
- k. Producers who receive payments under this part for more than 20 acres are required to certify, subject to spot check, at time of application that they have applied for or have documentation to support one of the following:
 - apply for maximum eligible benefits under the Emergency Forest Restoration Program; or
 - show documentation from the State in support for natural hardwood or sandpine regeneration; or
 - be willing to cover all reforestation costs; or
 - have adequate survival of the existing stand to maintain a healthy forest, as determined by the State.
- l. For timber losses under Part 1, subsection (g), the State will use the data in *Table 1* and the following formula to determine the payment amount:
 - assigned volume, times
 - assigned value, times
 - total eligible stand acreage, times
 - 50 percent payment factor.
- m. For timber losses under Part 1, subsection (h), the State will use the data in *Table 2* and the following formula to determine the payment amount:
 - assigned volume, times
 - assigned value, times
 - total eligible stand acreage, times
 - 25 percent payment factor.

Timber Loss Payment equals (Assigned Volume times Assigned Value times Eligible Stand Acres times 50%)

Table 1

PINE			
Age	Assigned Volume in Tons per acre	Assigned Value per ton	Payment per acre to landowner
0.5-15	30	\$12.37	\$185.55
16-30	70	\$16.39	\$573.65
31+	50	\$24.32	\$608.00
HARDWOOD			
Age	Assigned Volume in Tons per acre	Assigned Value per ton	Payment per acre to landowner
0.5-30	60	\$7.78	\$233.40
31+	120	\$11.90	\$714.00
MIXED PINE/HARDWOOD			
Age	Assigned Volume in Tons per acre	Assigned Value per ton	Payment per acre to landowner
0.5-30	30	\$12.18	\$182.70
31+	50	\$18.11	\$452.75

Timber Loss Payment equals (Assigned Volume times Assigned Value times Eligible Stand Acres times 25%)

Table 2

PINE			
Age	Assigned Volume in Tons per acre	Assigned Value per ton	Payment per acre to landowner
0.5-15	30	\$12.37	\$92.78
16-30	70	\$16.39	\$286.83
31+	50	\$24.32	\$304.00
HARDWOOD			
Age	Assigned Volume in Tons per acre	Assigned Value per ton	Payment per acre to landowner
0.5-30	60	\$7.78	\$116.70
31+	120	\$11.90	\$357.00
MIXED PINE/HARDWOOD			
Age	Assigned Volume in Tons per acre	Assigned Value per ton	Payment per acre to landowner
0.5-30	30	\$12.18	\$91.35
31+	50	\$18.11	\$226.38

Part 2: Center Pivots Irrigation.

- a. The State will issue payments to eligible producers to compensate producers for necessary expenses, as determined by the State, related to replacement, repair, or raising of overturned center pivot irrigation systems destroyed or damaged as a result of Hurricane Michael impacts.
- b. Total calculated payment to a producer may not exceed the producer's actual cost to replace, repair, or raise the center pivots.
- c. Funding will be provided on a cost-reimbursement basis. Eligible costs must have been incurred after October 10, 2018 and directly related to the damage caused by Hurricane Michael.
- d. Producers must certify that funding will be reinvested into center pivots.
- e. The crop in the field for which the destroyed or damaged center pivot is irrigating must have suffered a minimum 15 percent (15%) loss due to Hurricane Michael.
- f. For destroyed or damaged irrigation center pivots, the State will use the following formula to determine the payment amount:
 - Up to \$70 per linear foot, not to exceed actual costs, times
 - total linear footage, minus
 - any insurance payment received for the same loss, if applicable, times
 - 50 percent payment factor.

E. LINKAGE REQUIREMENTS

1. Producers who receive a payment associated with center pivot irrigation through this Agreement must agree to obtain Federal Crop Insurance for the next available two consecutive years for which such coverage is available (either 2021 and 2022 or 2022 and 2023) in the county for the crops, trees, bushes and/or vines grown within the circumference/area irrigated by the center pivot irrigation system for which benefits are received and for the crops related to necessary expenses received, under this Agreement and for which such coverage is available. This is not applicable to timber losses.
2. Producers must obtain Federal Crop Insurance or Noninsured Crop Disaster Assistance (NAP) for all insurable crops, trees, bushes or vines at the 60/100 level of coverage (or equivalent) where insurance is available. Whole Farm Revenue Protection at the 60 percent level may also be purchased. A list of crops covered by Federal Crop Insurance is available through the Risk Management Agency's Actuarial Information Browser at:
<https://webapp.rma.usda.gov/apps/actuarialinformationbrowser/>

Where Federal crop insurance is not available, producers are required to purchase NAP coverage at the 60/100 level of coverage (or equivalent).

If a producer is ineligible to receive a NAP payment due to average Adjusted Gross Income (AGI), they must purchase Whole Farm Revenue Protection (WFRP) at the 60/100 coverage level or equivalent, if qualified to purchase. If AGI is exceeded for NAP and the producer cannot meet WFRP eligibility, then the producer is required to obtain NAP coverage at a level of 60/100 or equivalent, if available, including paying the administrative fee and filing an annual acreage report with FSA. This is not applicable to timber losses.

3. If a producer ceases to farm or does not have a crop under the center pivot for which payments were received under the terms of this Agreement, the producer will not be required to meet linkage requirements.

4. If a producer fails to meet the linkage requirement, the State is responsible for requiring the producer to refund the applicable payment received under the terms of this Agreement.
5. According to RMA guidelines, producers who are indebted to FCIC are unable to purchase crop insurance until the debt is satisfied. A producer indebted to FCIC is eligible to receive payments under the terms of this Agreement provided the linkage requirements are met. It is the producer's responsibility to satisfy the debt so crop insurance can be purchased.
6. The State is responsible for obtaining the producer's acknowledgment of, monitoring and enforcing the linkage requirements and collecting refunds from producers when linkage is not met.

F. STATE RESPONSIBILITIES.

The State is responsible for and shall do the following:

1. Establish application procedures for payment to eligible producers under the terms and conditions of this Agreement and any additional terms and conditions required by the State.
2. Determine eligibility of producers and provide cash payments directly to eligible producers.
3. Provide assistance in the form of outreach, in-kind help, technical assistance, and preparation of appropriate written application materials.
4. Provide assistance to a person or legal entity that meets the definition of eligible producer under the definitions section of this Agreement and owned or had a financial interest in a farming operation as outlined in the definitions section of this Agreement. The person, partnership, or legal entity must submit to the State acceptable documentation, as determined by the State, which establishes the eligibility for payments.
5. Provide assistance to an eligible producer in an amount not to exceed the losses suffered by the producer as a result of Hurricane Michael as determined by the State. Require the producer to certify that lost income or expenses are greater than payment amount.
6. Require the producer via a signed authorization to agree to allow the State access to the farm and provide adequate documentation to assure the producer is in compliance with the terms of this Agreement.
7. Require the producer to certify that the statements made on the program application and any other program documents are true and correct and that applicants understand that any false statements made as part of the application, or any other program documents, can be the subject of substantial civil and/or criminal liability and sanctions. The State is responsible for enforcing all program requirements applicable to eligible producers who choose to be participants.
8. Require producers to retain financial and other records relating to the funds for a period of five years after completion of the distribution of grant funds or until final resolution of any audit findings or litigation claims relating to the distribution of such funds, whichever is later.
9. Notify the producer that failure to provide access to required documentation will result in the grant to the State to be considered to have been improperly made for which the producer shall be responsible for a full refund to the State.
10. Return to FSA all grant funds for producer payments not expended within two years following the

effective date of this Agreement. The State may continue to accrue and recover administrative costs throughout the Agreement period of performance, which commences upon final execution and continues through December 31, 2023.

11. Conduct internal reviews of the program to ensure applicants meet all eligibility conditions. As part of the State's internal reviews, the State agrees to review records, if applicable, to determine program compliance. One application will be accepted and reviewed per eligible producer. Program documents will be available for FSA review during normal business hours within 48-hour notice to the State.
12. To determine that each producer meets all eligibility requirements by requiring producers to provide verifiable and acceptable documentation and/or site visits to support any claims of losses.
13. Require the producer to give consent to the State to share producer applications, data, and other relevant documents with FSA and RMA, as well as authorizing USDA to share producer data with the State. Upon request from the State, FSA may provide the State with other assistance such as service center space to assist the State in meeting the terms of this Agreement.
14. Have an annual audit of this program and respective responsibilities as required by 2 CFR Part 200, Subpart F, as amended. The audit will be provided to FSA upon completion.
15. Any other such responsibilities, terms, and conditions that the State and producer agree to in any other related Agreement between the State and producer.

G. WORK PLAN REQUIREMENTS.

1. The State will file a work plan (the Work Plan) with FSA in advance of any disbursement of funds provided under this Agreement by submitting it to one of the FSA key personnel listed in Section I. Funding under this Agreement to the State is contingent upon FSA's approval of the Work Plan. The Work Plan shall provide a summary of how the State will implement the program, including, but not limited to, a copy of the State's application form, payment calculations, loss requirements, required documentation, the State's methodology for conducting internal reviews of the program, estimates of administrative costs, and the schedules for program enrollment, payment disbursement, and program conclusion.
2. The State is responsible for reporting all the funds expended under this Agreement as may be required by the Internal Revenue Service and generally accepted accounting principles.
3. If an eligible producer has an operation in more than one State, assistance provided through this Agreement shall only be made and used for eligible purposes within the State and shall not be used in any other State or for any other purpose.

H. LIST OF STATE CERTIFICATION OFFICERS.

The Governor hereby certifies that Jared Moskowitz, Director of the Florida Division of Emergency Management, or their successor, is the Office empowered to execute on behalf of the State all necessary documents including modifications and revisions of this Agreement and others pertaining to State grant assistance under Federal Award Identification Number: FSA20GRA0010342. Kevin Guthrie, Deputy Director of the Florida Division of Emergency Management and Allison McLeary, Bureau Chief of Recovery are the Authorized Representatives and are similarly empowered. Their specimen signature follows:



Kevin Guthrie
Deputy Director, Florida Division of Emergency
Management



Allison McLeary
Bureau Chief of Recovery, Florida Division of Emergency
Management

I. ADDITIONAL TERMS AND CONDITIONS.

The following additional terms and conditions apply to this Award:

1. **APPLICABLE PROGRAMS AND AUTHORITIES.** Catalog of Federal Domestic Assistance (CFDA) programs and related regulatory authorities covered by this Award include:

CFDA Number	Program	Regulation
10.129	Wildfire and Hurricane Indemnity Program Plus	

2. **PRE-AWARD COSTS.** Pre-Award costs are not authorized for this Award.

3. APPLICABLE REGULATIONS

- a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- i. 2 CFR Part 25, "Universal Identifier and System of Award Management"
 - ii. 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
 - iii. 2 CFR Part 175, "Award Term for Trafficking in Persons"
 - iv. 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
 - v. 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - vi. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
 - vii. 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
 - viii. 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
 - ix. 2 CFR Part 418, "New Restrictions on Lobbying"
 - x. 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
 - xi. 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

4. **FORMS.** Federal forms applicable to this Award include:

Form Number/Name	Purpose	Other Award Reference (if applicable)
SF-270, Request for Advance or Reimbursement	Required for reimbursement payments.	Sec.I.12
SF-3881, ACH Vendor/Miscellaneous Payment	Required for reimbursement payments.	Sec. I.10
SF-425, Federal Financial Report	Required for financial reporting.	Sec. I.5.

SF-LLL, Disclosure of Lobbying Activities	Required before Federal funds can be obligated.	
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5. REPORTING REQUIREMENTS.

The State must:

- a. Submit SF425 Financial Reports on a quarterly basis to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on January 31, April 30, July 31, October 31. (Please note that financial reporting is based on the calendar year.)
- b. Submit performance progress reports weekly by close of business each Wednesday for the previous week via e-mail to FPAC.BC.GAD@usda.gov with a copy to Shayla.Watson-Porter@usda.gov and Kimberly.Graham@usda.gov. The reports must contain the following information for the most recent week and cumulatively:
 1. The number of applications;
 2. The number of applications approved;
 3. The amount of dollars disbursed;
 4. The number of reviews conducted;
 5. Administrative expenditures;
 6. Significant developments including:
 - Problems, delays, or adverse conditions; and estimated time frames as to when these "significant developments" will be resolved and who is responsible for resolving them
 - Favorable developments.

6. RESTRICTIONS ON LOBBYING. The State certifies, to the best of his/her/its knowledge and belief, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The State shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly. (Producers receiving payments hereunder are not considered sub-recipients for the purposes of this provision.)
 - i. "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.

- ii. 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."

- 7. **CORRESPONDENCE.** All correspondence regarding this Award must be identified with the Award and Federal Award Identification Numbers as shown above.
- 8. **PUBLICATIONS AND ACKNOWLEDGEMENT OF FEDERAL SUPPORT.** The State must acknowledge FSA support, whether cash or in-kind, in any publications written or published (including via the internet) with Federal support and on any publications reporting the results of, or describing, a Federally-supported activity as follows:

"This material is based upon work supported by the U.S. Department of Agriculture, Farm Service Agency, under Federal Award Identification No. FSA20GRA0010342"

All such materials must also contain the following disclaimer:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services. In addition with respect to any opinions, findings, conclusions, or recommendations expressed herein, neither the United States Government nor the Cooperative Processor makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Users bear the sole responsibility for decisions affecting program participation and may want to consult other resources."

All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

"USDA is an equal opportunity provider, employer, and lender."

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

- 9. **FRAUD, WASTE, AND ABUSE.**
 - a. The State may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality Agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated representative of a Federal department or agency authorized to receive such information.

- b. The State must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality Agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- c. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form used by a Federal department or agency governing the nondisclosure of classified information.
- d. If the Government determines that the State is not in compliance with this award provision, it:
 - 1. Will prohibit the State's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), or any successor provision of law; and
 - 11. May pursue other remedies available for the State's material failure to comply with award terms and conditions.

The U.S. Department of Agriculture's Office of Inspector General maintains a toll-free telephone number, 800-424-9121, for receiving information concerning fraud, waste, or abuse. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous.

10. PAYMENT INFORMATION. Payments under this Award will be made:

- a. To the State through electronic funds transfer authorized by SF-3881, ACH Vendor/Miscellaneous Payment Enrollment Form;
- b. Upon submission to FPAC.BC.GAD@usda.gov of a properly executed SF-270, Request for Advance or Reimbursement, with appropriate supporting documentation, and approval of the Work Plan described in section G.1.

11. STATE OF FLORIDA KEY PERSONNEL. State of Florida key contacts include:

Allison McLeary, Bureau Chief of Recovery
Allison.McLeary@em.myflorida.com
(850) 509-8643

Erin Moffet, Deputy Federal Affairs Director, FDACS
Erin.Moffet@fdacs.gov
(850) 766-7358

Erin Albury, Director, Florida Forest Service, FDACS
Erin.Albury@fdacs.gov
(850) 681-5825

12. **FSA KEY PERSONNEL.** FSA key personnel include:

Primary Contact

Shayla Watson-Porter

Shayla.Watson-Porter@usda.gov

202-690-2350

Alternate Contact

Brad Karmen

Brad.Karmen@usda.gov

202-720-4635

13. **MANDATORY DISCLOSURES.** The provisions of 2 CFR § 200.113 regarding mandatory disclosures apply to this Award.
14. **AMENDMENT AND RENEWAL.** This Award may be amended in writing by mutual consent of the parties, including to extend the period of performance or duration of the Award to provide additional time to accomplish the objectives of the Award.
15. **SUBAWARDS AND CONTRACTS.** The subawarding, transferring, or contracting out of any work under this Award is not authorized without prior written approval and formal agreement amendment. This prohibition does not apply to contracts for temporary staff augmentation.
16. **PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS**
- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FSA.
 - b. The State’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The State’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

17. **ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE**

The State agrees to comply with FSA guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

- a. Responsibilities.
 - i. Acceptance of this award indicates acknowledgment and understanding that the State is legally bound by Federal statute to comply with the provisions of Section 1619 and that the State will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The State will be held responsible should disclosure of the protected information occur.
 - ii. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the State to comply with the provisions in Section 1619. The State must consult with FSA prior to providing protected information to an entity or individual outside of the State and as necessary to implement the program to ensure that such

release is permissible.

- iii. The State will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.
 - iv. The State must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.
 - v. The provisions in Section 1619 are continuing obligations. Even when the State is no longer a party to an agreement with FSA, or when individuals currently affiliated with the State become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
 - vi. The State must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
 - vii. When the State is unsure whether particular information is covered or protected by Section 1619, the State must consult with FSA to determine whether the information must be withheld.
 - viii. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FSA. The State must provide to FSA written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
 - ix. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.
- b. Protected Information.
- i. Examples of the types of information prohibited by disclosure under Section 1619 include, but are **not limited to**, the following:
 - A. State identification and county number (where reported and where located).
 - B. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 - C. Farm, tract, field, and contract numbers.
 - D. Production shares and share of acres for each Farm Serial Number (FSN) field.
 - E. Acreage information, including crop codes.
 - F. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
 - G. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 - H. Location of conservation practices.
 - ii. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program *that is otherwise authorized by law*" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the State shall consult with FSA if there is any uncertainty as to the provision of such information.
 - iii. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator,

or producer; or (ii) specific data gathering cite.” The State must consult with FSA as to whether specific information falls within this exception prior to relying on this exception.

- c. Violations. The State will be held responsible for violations of this provision and Section 1619. A violation of this provision by the State may result in action by FSA, including termination of the underlying Federal award.
- d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FSA notifies the State that it is no longer required based on changes in applicable Federal law.

18. SPECIAL PROVISIONS

- a. The State assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of FSA will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the State. They also may not assist the State with efforts to lobby Congress or to raise money through fundraising efforts. Further, FSA employees must report to their immediate supervisor any negotiations with the State concerning future employment and must refrain from participation in projects or agreements with it.
- c. Employees of State will not be considered Federal employees or agents of the United States for any purposes under this agreement.
- d. The State and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FSA agency clients in the course of carrying out activities under this agreement, including any products or services offered by the State, except as may be specifically allowed in the agreement.

19. RECORD RETENTION.

- i. The State must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work.

**RICHARD
FORDYCE**

USDA Signature

Digitally signed by RICHARD
FORDYCE
Date: 2020.05.28 14:56:46 -04'00'

Date

Governor of Florida

Date