

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
THE FLORIDA DEPARTMENT OF LEGAL AFFAIRS
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

This Contract is between the Florida Department of Corrections ("Department"), the Florida Department of Legal Affairs, Office of the Attorney General ("OAG"), and the Florida Department of Management Services ("DMS") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes (F.S.), and Rules 33-601.201 and 33-601.202, Florida Administrative Code (F.A.C.), provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, the OAG and DMS are qualified and willing participants with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on March 25, 2018, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year from the last date of signature by all parties or March 24, 2019, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed for up to a three (3) year period, in whole or part, after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal will be exercised upon the OAG's initiative with the concurrence of DMS and the Department. The decision to exercise the option to renew should be made no later than sixty (60) calendar days prior to the Contract expiration date.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other parties in any litigation or claims against the other parties as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Rule 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer ("Officer") position(s) to supervise an inmate work squad(s). This Contract provides for one (1) work squad of up to five (5) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the Officer is ill; or when the Officer position is vacant. In the event the Officer position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) business days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by DMS. Unless otherwise specified, DMS shall maintain physical custody of all DMS trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by DMS. DMS is responsible for the maintenance of all furnished equipment.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, DMS may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the OAG for the Officer's salary and by DMS for the vehicle costs associated with this Contract in accordance with **Addendum A**. Once the OAG and DMS reimburse the Department for the costs reflected on **Addendum A**, Section II., these items will be placed on the Department's property records, as

appropriate, and at the end, or upon termination, of this Contract such items will be transferred to the OAG and DMS.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the institution for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates to obtain such medical treatment.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the OAG and DMS

- a. The OAG and DMS shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the OAG and DMS shall obtain licenses or permits for the work to be performed. The OAG and DMS shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The OAG and DMS shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental, OAG, DMS, or non-profit organization and that private contractors employed by the OAG and DMS do not use inmates as any part of their labor force.
- d. DMS shall retain ownership of any vehicles or equipment provided by DMS for the work squad. DMS shall maintain its own inventory of transportation, tools, and equipment belonging to the OAG and DMS.
- e. The DMS shall provide vehicles for transportation of the work squad and is responsible for the maintenance of said vehicles.

3. Communications Equipment

It is the intent of this Contract that the work squad maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The OAG shall provide a primary method of communication that shall be approved by the Department's Contract Manager, in writing, prior to assignment of the work squad. Depending upon the method of communication provided, the Department's Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the OAG that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the OAG, shall be IMMEDIATELY deprogrammed by the Department at no cost to the OAG at the end of, or upon termination of, this Contract. Under no circumstances shall the OAG accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end of, or upon termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Office of Institutions to effect the deprogramming of radio communications equipment provided by the OAG.

a. Vehicle Mounted Radios:

Vehicles provided by DMS that are, or that will be, equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Handheld Radios:

Handheld radios provided by the OAG, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any handheld radio(s) provided by the OAG that is(are) programmed to a Department radio frequency utilized by the OAG during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Officer as either a primary or secondary means of communication as approved by the Department's Contract Manager. The Department's Contract Manager shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be retained by the Department and, at the end of, or upon termination of this Contract, returned to the OAG. The

use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Department's Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the OAG and DMS if a trailer is necessary. The Department's Contract Manager shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If a trailer is required, it will be provided by the OAG and DMS at no cost to the Department. If the Department is to maintain control of the trailer when the squad is not working, the OAG and DMS shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the OAG and DMS.

III. COMPENSATION

A. Payment to the Department by OAG

1. **Total Operating Capital To Be Advanced By OAG**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.
2. **Total Costs To Be Billed To OAG By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Officer position becomes vacant and remains vacant for a period of more than five (5) business days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. DMS shall insure any vehicles owned by DMS used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Florida Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address, and phone number of the OAG and DMS's official representatives to whom invoices shall be submitted is as follows:

Hank Riley
General Services Manager
Florida Department of Legal Affairs
Mailing Address: PL-01 The Capitol
Tallahassee, FL 32399-1050
Telephone: (850) 414-3452
Email: hank.riley@myfloridalegal.com

Victoria Mitchell
DMS, Division of Real Estate Development and Management
4050 Esplanade Way
Tallahassee, Florida 32399
Telephone: (850) 921-6014
Email: victoria.mitchell@dms.myflorida.com

IV. **CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address, and phone number as indicated, as Department's Contract Manager and Department's Contract Administrator for the Project.

A. Department's Contract Manager

The Field Office Manager of the Wakulla Correctional Institution represented in this Contract is designated as the Department's Contract Manager, is responsible for enforcing performance of the Contract terms and conditions, and shall serve as a liaison with the OAG and DMS. The title, address, and telephone number of the Department's Contract Manager for this Contract is:

Field Office Manager
Wakulla Correctional Institution
110 Melaleuca Drive
Crawfordville, Florida 32327
Telephone: (850) 617-9265
Email: Deanna.Faust@fdc.myflorida.com

B. Department's Contract Administrator

The Department's Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Department's Contract Manager.

The title, address, and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representatives

The names, addresses, and telephone numbers of the representatives of the OAG and DMS are:

OAG

Hank Riley
General Services Manager
Florida Department of Legal Affairs
Mailing Address: PL-01, The Capitol
Tallahassee, FL 32399-1050
Telephone: (850) 414-3452
Email: hank.riley@myfloridalegal.com

DMS

Victoria Mitchell
DMS, Division of Real Estate Development and Management
4050 Esplanade Way
Tallahassee, Florida 32399
Telephone: (850) 921-6014
Email: victoria.mitchell@dms.myflorida.com

D. Changes to Designees

In the event that different representatives are designated by any party after execution of this Contract, notice of the name and address of the new representatives will be rendered, in writing, to the other parties and said notification attached to the originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been reduced to writing and duly signed by all parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by any party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by all parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the OAG any advance payments received up to the time of termination, prorated as of the last day worked.

VII. CONDITIONS

A. Records

The OAG and DMS agree to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the OAG and DMS in conjunction with this Contract. Any refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract by the Department shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Deputy Secretary of Institutions. The Department's Assistant Deputy Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the OAG and DMS, the Department's Contract Administrator, and the Department's Contract Manager.

D. Force Majeure

No party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the OAG and DMS as a result of any discussions with any Department employee. Only those communications which are

in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the OAG and DMS that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the OAG and DMS.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The OAG and DMS shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department's Contract Manager, or designee.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the OAG and DMS understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Sovereign Immunity

The OAG, DMS, and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees, to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

K. Americans with Disabilities Act

All parties shall comply with the Americans with Disabilities Act. In the event of the OAG's and DMS's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the OAG and DMS may be declared ineligible for further Contracts.

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Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCIES: OAG AND DMS

SIGNED BY: Sabrina W. Donovan

NAME: Sabrina Donovan

TITLE: Office of Attorney General, Director of Administration

DATE: 03/29/18

FEIN: _____

SIGNED BY: Tom Berger

NAME: Tom Berger

TITLE: Department of Management Services, Director of Real Estate

DATE: 3/20/18

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: Kasey B. Faulk

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: 4/10/18

SIGNED BY: GFH Kenneth S. Steely

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: 4/6/18

Addendum A

Inmate Work Squad Detail of Costs for Department of Legal Affairs and Department of Management Services

Interagency Contract Number W1137, Effective March 25, 2018

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO OAG

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY OAG:

| | | | Per Officer Annual Cost | Total Annual Cost |
|--|----------------------|---|----------------------------|----------------------|
| Officer's Salary | # Officer Multiplier | 1 | \$ 54,194.00 | ** \$ 54,194.00 |
| Salary Incentive Payment | | | \$ 1,128.00 | \$ 1,128.00 |
| Repair and Maintenance | | | \$ 121.00 | \$ 121.00 |
| State Personnel Assessment | | | \$ 354.00 | \$ 354.00 |
| Training/Criminal Justice Standards | | | \$ 200.00 | \$ 200.00 |
| Uniform Purchase | | | \$ 400.00 | \$ 400.00 |
| Uniform Maintenance | | | \$ 350.00 | \$ 350.00 |
| Training/Criminal Justice Standards * | | | \$ 2,225.00 | |
| TOTAL - To Be Billed By Contract To OAG | | | \$ 58,972.00 | \$ 56,747.00 |

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY OAG:

Costs include but may not be limited to the following:
Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

| | Number Squads | Total Annual |
|--|------------------|------------------|
| | 1 | \$ 750.00 |
| TOTAL - To Be Billed By Contract To OAG | | \$ 750.00 |

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the OAG.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

Addendum A
Inmate Work Squad Detail of Costs for Department of Legal Affairs and Department of Management Services
Interagency Contract Number W1137, Effective March 25, 2018

| IV. OPERATING CAPITAL TO BE ADVANCED BY OAG: | | Per Unit Cost | Number of Units | Total Cost | Bill To Agency | Provided By Agency | Already Exist |
|--|-------|------------------|----------------------|---------------|----------------------|-----------------------|----------------------|
| Hand Held Radio | MACOM | \$4969.00 | <input type="text"/> | \$ - | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Vehicle Mounted Radio | MACOM | \$5400.00 | <input type="text"/> | \$ - | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| TOTAL Operating Capital To Be Advanced By OAG | | | | \$ - | | | |

| V. TOTAL COSTS TO BE ADVANCED BY OAG: | Total Cost |
|--|---------------|
| 1. Operating Capital - from Section IV. | \$0.00 |
| 2. Grand Total - To Be Advanced By OAG At Contract Signing: | \$0.00 |

| VI. TOTAL COSTS TO BE BILLED TO OAG BY CONTRACT: | Total Cost |
|--|--------------------|
| 1. Correctional Officer Salaries and Position-Related Expenses - from Section I. | \$56,747.00 |
| 2. Other Related Expenses and Security Supplies - from Section II. | \$750.00 |
| 3. Grand Total - To Be Billed To OAG By Contract: | \$57,497.00 |

| | |
|--|--------------------|
| VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.) | \$57,497.00 |
|--|--------------------|

VIII. OVERTIME COSTS:
If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Department of Legal Affairs and Department of Management Services
Interagency Contract Number W1137, Effective March 25, 2018

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.