

**PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE STATE OF FLORIDA  
DEPARTMENT OF LEGAL AFFAIRS  
AND  
JAMES DAMIANO**

This AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General, (the AGENCY), located at PL-01 The Capitol, Tallahassee, Florida 32399-1050 and James Damiano (the CONTRACTOR), located at 12860 Allport Rd., Jacksonville, Florida 32258. This AGREEMENT shall bind the parties upon its execution by their authorized representatives.

**WHEREAS**, the AGENCY seeks the services of an instructor for the classes offered to law enforcement officers and other interested parties by the Florida Crime Prevention Training Institute (FCPTI).

**WHEREAS**, the CONTRACTOR has the experience and expertise necessary to perform the duties and responsibilities outlined in this AGREEMENT.

**NOW, THEREFORE**, the parties agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR**

The AGENCY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services set forth below. The CONTRACTOR understands and agrees that all services contracted are to be performed solely by the CONTRACTOR and may not be subcontracted or assigned without the prior written consent of the AGENCY. The CONTRACTOR agrees that all services will only be performed at the direction of the AGENCY and as requested by the AGENCY.

**ARTICLE 2. SCOPE OF SERVICES**

The CONTRACTOR has agreed to perform as an instructor to conduct a course for law enforcement and other interested parties through a course pre-selected by the AGENCY's Contract Manager on an "As-Needed-Basis." Travel expenses are permitted under this AGREEMENT.

**ARTICLE 3. TIME OF PERFORMANCE**

This AGREEMENT shall begin on the date signed by both parties and end on June 30, 2019, unless otherwise terminated pursuant to the terms of this AGREEMENT.

**ARTICLE 4. COMPENSATION**

(1) The CONTRACTOR will be compensated as follows:

Scope of Work (tasks performed by the CONTRACTOR)	Price per unit
Instruction and Training	\$70 per hour not to exceed \$2,080 total
Travel Expenses	Up to \$1,920 total

(2) Justified, reasonable and actual travel expenses which are directly and exclusively related to the professional services rendered under this AGREEMENT will be reimbursed in accordance with §112.061, Florida Statutes. Travel expenses are reimbursable under this CONTRACT only if authorized in advance and the travel is required in the provision of a specific deliverable.

(a) Travel expenses may not be reimbursed if the travel did not result in the AGENCY's receipt of a deliverable. In the event that the AGENCY is directly billed for travel that did not result in the AGENCY's receipt of a deliverable, the AGENCY may seek reimbursement of such expenses from the CONTRACTOR or withhold that amount from future payments. This subsection does not apply if the failure to perform was caused by events outside of the CONTRACTOR's control, including, but not limited to the cancellation or delay of flights or the cancellation of the training event.

(b) For the purpose of computing travel reimbursement expenses, the address for the CONTRACTOR shall be that listed in the Preamble, paragraph one, to this AGREEMENT and all travel expenses shall be computed on that basis.

(3) The CONTRACTOR may be reimbursed for other costs (including but not limited to copying, supplies, faxes, etc.) if approved in advance by the AGENCY's Contract Manager. The aggregate maximum for all the above services and costs shall not exceed the sum of \$4,000.00.

(4) The CONTRACTOR shall not pledge the AGENCY's credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(5) Payment of all invoices submitted for services shall be issued in accordance with the provisions of §215.422, Florida Statutes.

(6) A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

(7) In accordance with the provision of §287.0582, Florida Statutes, the AGENCY's performance and obligation to pay under this AGREEMENT are contingent upon an annual appropriation by the Legislature.

**ARTICLE 5. DELIVERABLES AND PERFORMANCE MEASURES**

<b>Scope of Work</b> (tasks performed by the CONTRACTOR)	<b>Deliverables</b> (Events that trigger payment)	<b>Performance Standards</b> (Required Level of Service)	<b>Remedies for Non- performance*</b>
Instruction and Training	Completion of instruction of a course which is pre- selected by the AGENCY's Contract Manager, for law enforcement and other interested parties on an "As-Needed-Basis"	Provide instruction of a course which is pre- selected by the AGENCY's Contract Manager, for law enforcement and other interested parties on an "As-Needed-Basis"	Non-payment
Travel Expenses	Completion of pre-authorized travel which is directly and exclusively related to the professional services rendered under this AGREEMENT.	Reimbursable travel expenses as required with pre-approval from the AGENCY's Contract Manager.	Non-payment

\*However, the remedy will be non-payment if non-performance or untimely performance results in a deliverable with no value to the agency.

It is anticipated that the CONTRACTOR may be required to perform certain of the above deliverables on a recurring basis, as required by the AGENCY. The CONTRACTOR shall not provide, nor submit invoices for, deliverables that have not been approved in advance by the AGENCY.

**ARTICLE 6. REMEDIES**

The CONTRACTOR's failure to perform in accordance with Article 5 above may result in non-payment, the remedies listed in Article 5 above, delay of payment and/or termination as provided under this AGREEMENT.

**ARTICLE 7. DOCUMENTATION**

(1) Invoices for all fees or other compensation for services or expenses must be prepared and submitted in accordance with §287.058(1)(a), Florida Statutes. Invoiced costs must be accompanied by copies of actual receipts. All invoices shall be submitted to the AGENCY's Contract Manager.

(2) The CONTRACTOR shall maintain a file(s), available for inspection by the AGENCY, documenting all costs and fees incurred in connection with this AGREEMENT. The file(s) shall be maintained for a period of five (5) years from the termination date of this AGREEMENT, unless otherwise notified in writing by the AGENCY.

**ARTICLE 8. PUBLIC RECORDS**

To the extent documents prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law, and not otherwise confidential, exempt, or protected by state or federal law, or protective order,

refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for unilateral cancellation of this AGREEMENT.

The CONTRACTOR shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this AGREEMENT, except for those records exempt from disclosure by state law or by operation of Sections 119.071, and 960.15, Florida Statutes (2016) or Chapter 119, Florida Statutes. Failure by the CONTRACTOR to allow the public access constitutes grounds for unilateral cancellation by the AGENCY at any time, with no recourse available to the CONTRACTOR. The CONTRACTOR shall also keep and maintain all public records consistent with the State of Florida's record retention schedule. The CONTRACTOR shall provide the AGENCY with a copy of all requested public records or allow the records to be inspected and copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The CONTRACTOR will 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 of the AGREEMENT if the CONTRACTOR does not transfer the records to the AGENCY at that time.

Upon completion of the AGREEMENT, the CONTRACTOR shall keep and maintain public records required by the AGENCY to perform the services to be provided in the scope of this AGREEMENT or electronically transfer, at no cost, to the AGENCY all public records in possession of the CONTRACTOR. If the CONTRACTOR transfers all public records to the AGENCY upon completion of the AGREEMENT, the CONTRACTOR shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the AGREEMENT, the CONTRACTOR shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the AGENCY, upon request of its Custodian of Public Records, in a format compatible with the information technology systems of the AGENCY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, [publicrecordsrequest@myfloridalegal.com](mailto:publicrecordsrequest@myfloridalegal.com), OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399.**

#### **ARTICLE 9. E-PROCUREMENT**

Prior to execution of this AGREEMENT, the CONTRACTOR shall be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would

prevent such registration from taking place prior to execution of the AGREEMENT, then the CONTRACTOR shall so register within twenty-one (21) days from the date of execution.

The online registration can be completed at <http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>.

If the CONTRACTOR needs assistance in registering, the CONTRACTOR may call 1-866-352-3776, fax 866-552-2992, or email: [vendorhelp@myflorida.com](mailto:vendorhelp@myflorida.com). Failure of the CONTRACTOR to timely register may result in cancellation of this AGREEMENT.

#### **ARTICLE 10. W-9 REQUIREMENT**

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file in order to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flivendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

#### **ARTICLE 11. E-VERIFY**

The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of new employees providing services under this contract.

#### **ARTICLE 12. TERMINATION OF AGREEMENT**

(1) The AGENCY may terminate the AGREEMENT for its convenience and without any cause by giving five (5) days written notice by certified mail to the CONTRACTOR, specifying the effective date of termination. If this AGREEMENT is so terminated, the CONTRACTOR shall be paid for services satisfactorily performed and costs reasonably incurred through the effective date of termination, less any damages sustained by the AGENCY.

(2) Upon termination of this AGREEMENT under Article 3 or Article 12, all finished documents, data, studies, correspondence, reports and other products prepared by or for the CONTRACTOR under this AGREEMENT shall be provided to the AGENCY within fifteen (15) days of termination for the exclusive use of the AGENCY, or the last payment will be withheld until such documents are delivered to the AGENCY.

(3) Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this AGREEMENT by the CONTRACTOR.

#### **ARTICLE 13. AMENDMENTS**

Any changes to this AGREEMENT must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

**ARTICLE 14. INDEPENDENT CONTRACTOR**

The CONTRACTOR, and any of its employees, agents, or assigns, are independent contractors and not employees or agents of the AGENCY.

**ARTICLE 15. LIABILITY**

The AGENCY shall not be liable for the acts, omissions or negligence of the CONTRACTOR, its agents, servants, and employees, nor shall the CONTRACTOR disclaim its own negligence to the AGENCY or any third party.

The CONTRACTOR shall maintain, during the period of this AGREEMENT, a professional liability insurance policy for the professional services to be rendered.

**ARTICLE 16. NONDISCRIMINATION AND COMPLIANCE**

The CONTRACTOR shall comply with all federal, state, local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

**ARTICLE 17. ADMINISTRATION OF AGREEMENT****(1) Contract Administrator**

The AGENCY's Contract Administrator is responsible for all aspects of contract administration, including but not limited to: creation and maintenance of the contract file, managing changes to the contract, maintaining financial information, and entering contract information into the AGENCY's contract tracking system. As of the effective date of the AGREEMENT, the Contract Administrator is:

**Jeanie Vause**  
**Office of Administrative Services**  
**Florida Department of Legal Affairs**  
**Physical Address: 107 W. Gaines St., Tallahassee, FL 32301**  
**Phone: (850) 414-3300**  
**Email: [contract\\_desk@myfloridalegal.com](mailto:contract_desk@myfloridalegal.com)**

In the event that the AGENCY changes the Contract Administrator, the AGENCY will notify the CONTRACTOR's Representative in writing. Such changes do not require a formal written amendment to the Contract.

**(2) Contract Manager**

The AGENCY's Contract Manager is responsible for all aspects of contract management, including but not limited to: managing the receipt, certification, and payment of contractual services; monitoring and evaluating CONTRACTOR's performance; serving as the point of contact for the AGENCY and CONTRACTOR; and maintaining a contract management file. As of the effective date of the AGREEMENT, the Contract Manager is:

**Rick Nuss**  
**Criminal Justice Programs**  
**Florida Department of Legal Affairs**  
**Physical Address: 107 W. Gaines St., Tallahassee, FL 32301**  
**Phone: (850) 414-3351**  
**Email: [rick.nuss@myfloridalegal.com](mailto:rick.nuss@myfloridalegal.com)**

In the event that the AGENCY changes the Contract Manager, the AGENCY will notify the CONTRACTOR's Representative in writing. Such changes do not require a formal written amendment to the AGREEMENT.

**(3) CONTRACTOR's Representative**

The CONTRACTOR will assume sole responsibility for providing the services specified in this AGREEMENT. The AGENCY will consider the CONTRACTOR's Representative to be the sole point of contact with regard to contractual matters. As of the effective date of the AGREEMENT, the CONTRACTOR's Representative is:

**James Damiano**  
**Business Address: 12860 Allport Rd., Jacksonville, FL 32258**  
**Phone: (904) 625-4276**  
**Email: [jdamiano65@gmail.com](mailto:jdamiano65@gmail.com)**

In the event that the CONTRACTOR changes the CONTRACTOR's Representative, the CONTRACTOR will notify the AGENCY's Contract Administrator and Contract Manager in writing. Such changes do not require a formal written amendment to the AGREEMENT.

(4) All written and oral approvals referenced in this AGREEMENT must be obtained from the parties' Contract Manager or Contractor's Representative, as applicable, or their designee.

(5) All notices required herein must be given to the parties' Contract Manager or CONTRACTOR's Representative, as applicable, or their designee.

(6) All invoice(s) are to be mailed to the AGENCY's Contract Manager at the address provided.

**ARTICLE 18. AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

**ARTICLE 19. APPLICABLE LAW AND VENUE**

This AGREEMENT shall be governed by the laws of the state of Florida. Any and all litigation arising under the AGREEMENT shall be instituted in the appropriate State court in Leon County, Florida.

**ARTICLE 20. SPECIAL CONDITIONS**

(1) The CONTRACTOR agrees to permanently refrain from using or mentioning its association with the AGENCY in advertisements, letterhead, business cards, etc. The CONTRACTOR'S service to the AGENCY may be

generally stated and described in the CONTRACTOR'S professional resume. The CONTRACTOR may not give the impression in any event or manner, that the AGENCY recommends or endorses the CONTRACTOR.

(2) All contacts with the news media pertaining to the subject of this AGREEMENT shall be referred to the AGENCY's contract manager.

(3) Any material that is produced or developed in connection with this AGREEMENT shall remain the exclusive property of the AGENCY, and shall be delivered to the AGENCY within fifteen (15) days after the conclusion of this contract, and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the CONTRACTOR nor any other individual employed under this AGREEMENT shall have any proprietary interest in any product(s) developed or produced under this AGREEMENT.

**IN WITNESS WHEREOF**, the AGENCY and CONTRACTOR have executed this AGREEMENT.

James Damiano  
James Damiano

Sabrina W Donovan  
Sabrina W. Donovan, Director of Administration

6/15/2018  
Date

6/15/2018  
Date

  
FEID Number

FCPTI 41105040600-02  
Source of Funding