

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(39,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(39,000)</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes _____ No X

Budget Account No.: Fund ___ Department ___ Unit ___ RSRC ___
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 0001/380/3241 – County overmatch = \$2,010,373
 CSFA#: 42003 Florida Department of Agriculture and Consumer Affairs

C. Department Fiscal Review: JP

III. REVIEW COMMENTS

A.

dmwillhite 10.10.08
 OFMB CN 10/10/08
 10/10/08

Dr. J. Jacob 10/10/08
 Contract Administrator
 10/10/08

B. Legal Sufficiency:

Man...
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Attachment 1



Florida Department of Agriculture and Consumer Services
CHARLES H. BRONSON, Commissioner
The Capitol • Tallahassee, FL 32399-0800

FDACS CONTRACT #

014154

This AGREEMENT, made and entered into this _____ day of _____ 2008 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the Department and the **Palm Beach County**, acting for and on behalf of the **Palm Beach County Mosquito Control**, the Contractor.

CONTRACT PERIOD: October 1, 2008 through September 30, 2009

When state funds are involved, it is the duty of the Department to guide, review, approve, and coordinate the activities of all county governments and special districts receiving state funds in furtherance of the goal of integrated mosquito control.

The Contractor agrees to comply with the following statutory language of Chapter 388, F.S. and Administrative Code 5E-13.

An operational work plan on **DACS form 13666** entitled "**Operational Work Plan Narrative**", a signed acknowledgement of notification of being subject to **Section 215.97, F.S.** and a detailed work plan on **DACS form 13623** entitled "**Detailed Work Plan Budget**" providing for the control of mosquitoes are to be filed with the Department **not later than July 15, 2008**.

Following approval of the work plan and detailed work plan budget by the Department, **two notarized(certified)** copies of the county's or district's certified budget on form **DACS form 13617**, entitled "**Annual Certified Budget for Mosquito Control**" shall be submitted to the Department **not later than September 15, 2008**. If any changes are made (i.e. local cash carry forward, etc.) to the **Annual Certified Budget for Mosquito Control** after October 1st, a budget amendment on **DACS form 13613** entitled "**Arthropod Control Budget Amendment**" must be submitted to the Department **not later than October 30, 2008. NO EXCEPTIONS WILL BE MADE.**

Budget amendments on **DACS form 13613**, entitled "**Arthropod Control Budget Amendment**," and hereby incorporated by reference shall be prepared and submitted to the Department **prior** to over-expending funds in any account or expending funds in non-budgeted accounts. Budget amendments must be explained by accompanying requests for approval of changes to be made in the detailed budget. Department approval of the amendment(s) must be received **before** such expenditures are made.

Not later than thirty(30) days after the end of each month (i.e. October reports are due by December 1st), each district or county shall submit a monthly financial report to the Department on **DACS Form 13663**, entitled "**Mosquito Control Monthly Report for Local Funds**" and **DACS Form 13650** entitled "**Mosquito Control Monthly Report for State Funds**", hereby incorporated by reference. A district or county shall submit **two(2)** copies of its September financial report to the Department not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed by program director or person responsible for administration of the program and funds. Any county or district **withdrawing** from participation in state matching funds under Chapter 388, F.S., shall continue to submit financial reports as required in 5E-13.029(3) until funds received under this program are exhausted.

A district or county shall submit monthly chemical reports of accomplishments and an inventory of chemicals, on prescribed forms **DACS Form 13664** entitled "**Mosquito Control Chemical Inventory Report**" and **DACS Form 13652** entitled "**Mosquito Control Monthly Activity Report**" for pesticide activity, hereby incorporated by reference, to the Department not later than thirty (30) days after the end of each month (i.e. October reports are due by December 1st). If there is **no** activity in any given month, the county shall continue to submit monthly reports of accomplishments and an inventory of chemicals, on prescribed forms to the Department not later than thirty (30) days after the end of each month (i.e. October reports are due by December 1st) stating "**NO ACTIVITY**".

State funds received shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 659.24 F.S.

All purchases of supplies, materials and equipment by counties or districts shall be made in accordance with the laws governing purchases by boards of county commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance therewith.

All funds, supplies, and services released to counties and districts here under shall be used in accordance with the detailed work plan and certified budget approved by both the Department and the county or district. The plan and budget may be amended at any time upon **prior approval** of the Department.

All funds, supplies, and services released on the dollar-for-dollar matching basis shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the Department.

State funds shall be payable quarterly, in accordance with the rules of the Department, upon requisition by the Department to the Chief Financial Officer. The Department is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more counties or districts.

State and local funds budgeted for the control of mosquitoes shall be carried over at the end of the county or district's fiscal year, and re-budgeted for such control measures the following fiscal year. **No State funds can be placed in a reserve account.**

All equipment purchased under this chapter with state funds made available directly to the county or district shall become the property of the county or district unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.

A record and inventory of certain property owned by the district shall be maintained in accordance with s. 274.02 on the operational work plan on **DACS form 13666** entitled "**Operational Work Plan Narrative**".

Surplus property shall be disposed of according to the provisions set forth in s. 274.05 with the following exceptions: Serviceable equipment no longer needed by a county or district shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in s. 274.05.

The alternative procedure for disposal of surplus property, as prescribed in s. 274.06, shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment.

All proceeds from the sale of any real or tangible personal property owned by the county or district shall be deposited in the county's or district's mosquito control state fund account unless otherwise specifically designated by the Department.

All counties and districts carrying out programs for the control of mosquitoes involving the expenditure of state funds shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same.

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State funds, supplies, and services shall be made available to such county or district by and through the Department immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the Department shall make an adjustment in amounts of money payable to the district or counties in the last three(3) quarters of the current fiscal year. Districts or counties shall be notified of the amount of payable to them and if necessary shall amend amounts of state funds budgeted.

The Department, upon notifying a county or district and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod-borne epidemic or other disaster requiring emergency control.

Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General. **Two(2) notarized(certified) copies of the Notification of Section 215.97, F.S. Memo shall be returned to the Department not later than July 15, 2008. This Agreement for current fiscal year shall be executed and returned to the Department not later than October 1, 2008.**

Failure to comply with chapter 388, F.S., Administrative Code 5E-13 and this Agreement can result in loss or termination of funds and/or state approval certification.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the Department shall be controlling.

All contracts entered into by the Department or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The six digit Department of Management Services' class/ 916-330 group code commodity catalog control number is:

The Department will pay the Contractor in arrears as follows:

Shall be paid in four (4) equal payments on three month intervals not to exceed \$39,000 upon receipt of mandated reports are submitted to the Department by the statutory deadlines.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted in triplicate to Department of Agriculture and Consumer Services, in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for

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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 goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 488-2020 or Purchasing Office at (850) 488-7552.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

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) 413-7269 or by calling the Department of Financial Services' Hotline, 1-850-410-9724.

The Department may make partial payments to the Contractor upon partial delivery of services when a request for such partial payment is made by the Contractor and approved by the Department.

This contract may be cancelled by either party by giving **not less than 30 days prior written notice to the cancellation.**

The Department may terminate this contract at any time in the event of the default or failure of the Contractor to fulfill any of its obligations hereunder. 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 Contractor 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:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The Department shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Department. Renewal costs may not be charged by the Contractor.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through K are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a contractor subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.
- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through this Department resource by this agreement. 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.
- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) 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.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- E. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and 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 the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).
- F. Each state awarding agency shall:
 - (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
 - (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General 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 retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services or its designee, access to such records upon request.

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- (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency 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.
- (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the nonstate entities' 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:
 - (a) The Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800
 - (b) The Auditor General's Office at the following address:
State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450
 - (c) The Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control, Mosquito Control Program
1203 Governors Square Blvd, Suite 300
Magnolia Center I
Tallahassee, Florida 32301

G. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services 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.

H. 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 of Agriculture and Consumer Services, 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.

I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).

J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.

K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

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The following provisions of A through H are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through this Department by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from this Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.

B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

C. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

(a) The Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

(b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

(c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.

E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the Department of Agriculture and Consumer Services at the following address:

The Department of Agriculture and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

F. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.

G. Recipients, when submitting financial reporting packages to the Department of Agriculture and Consumer Services for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

H. 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 of Agriculture and Consumer Services, 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.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 487-1471 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this Agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street, North, 3rd Floor, St. Petersburg, Florida 33727, telephone number (813) 572-1987.

The Contractor is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Contractor is informed that the Department shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

The Contractor 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).

The Contractor is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

The Contract Manager for the Department is Angela Weeks-Samanie and is located at Bureau of Entomology and Pest Control, Mosquito Control Program, 1203 Governors Square Blvd, Suite 300, Magnolia Center I, Tallahassee, Florida 32303.

The Contract Manager for the Contractor is Palm Beach County for Palm Beach County Mosquito Control and is located at 9011 West Lantana Road, Lake Worth, Florida 33467 acting for and on behalf of the Palm Beach County.

Signed by parties to this agreement:

**Department OF AGRICULTURE AND
CONSUMER SERVICES**

**CONTRACTOR:
Palm Beach County**

Willie G. Guleaux
Signature

Signature

Director of Administration
Title

Chair
Title

August 29, 2008
Date

Date

County of _____

I, _____, a Notary Public, certify the signature of the Contractor on the foregoing and the document is a true, correct, complete and unaltered copy of The Contract Agreement.

Notary Public

My Commission Expires: _____

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CHARLES H. BRONSON
COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
Division of Agricultural Environmental Service
(850) 922-7011/SunCom 292-7011. Fax (850) 413-7044

Bureau of Entomology and Pest Control
1203 Governor's Square Blvd GS-46
Suite 300
Tallahassee, Florida 32301

ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

Palm Beach County Mosquito Control District FISCAL YEAR OCTOBER 1, 2008 - SEPTEMBER 30, 2009

RECEIPTS				
Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$ 2,049,373.00	\$ 2,049,373.00	\$ -
334.1	State Grant	\$ 39,000.00	\$ -	\$ 39,000.00
362	Equipment Rentals	\$ -	\$ -	\$ -
337	Grants and Donations	\$ -	\$ -	\$ -
361	Interest Earnings	\$ 1,000.00	\$ -	\$ 1,000.00
364	Equipment and/or Other Sales	\$ -	\$ -	\$ -
369	Misc/Refunds (prior yr expenditures)	\$ -	\$ -	\$ -
380	Other Sources	\$ -	\$ -	\$ -
389	Loans	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 2,089,373.00	\$ 2,049,373.00	\$ 40,000.00
Beginning Fund Balance		\$ 67,231.00	\$ -	\$ 67,231.00
Total Budgetary Receipts & Balances		\$ 2,156,604.00	\$ 2,049,373.00	\$ 107,231.00
EXPENDITURES				
Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$ 796,539.00	\$ 796,539.00	\$ -
20	Per Serv Benefits	\$ 318,317.00	\$ 318,317.00	\$ -
30	Operating Expense	\$ 500,307.00	\$ 500,307.00	\$ -
40	Travel & Per Diem	\$ 1,175.00	\$ 1,175.00	\$ -
41	Communication Serv	\$ -	\$ -	\$ -
42	Freight Services	\$ 30.00	\$ 30.00	\$ -
43	Utility Service	\$ 11,000.00	\$ 11,000.00	\$ -
44	Rentals & Leases	\$ 54,450.00	\$ 54,450.00	\$ -
45	Insurance	\$ 137,175.00	\$ 137,175.00	\$ -
46	Repairs & Maint	\$ 32,099.00	\$ 32,099.00	\$ -
47	Printing and Binding	\$ 34.00	\$ 34.00	\$ -
48	Promotional Activities	\$ -	\$ -	\$ -
49	Other Charges	\$ 3,907.00	\$ 3,907.00	\$ -
51	Office Supplies	\$ 3,300.00	\$ 3,300.00	\$ -
52.1	Gasoline/Oil/Lube	\$ 52,600.00	\$ 52,600.00	\$ -
52.2	Chemicals	\$ 128,250.00	\$ 128,250.00	\$ -
52.3	Protective Clothing	\$ 1,980.00	\$ 1,980.00	\$ -
52.4	Misc. Supplies	\$ 6,250.00	\$ 6,250.00	\$ -
52.5	Tools & Implements	\$ 1,000.00	\$ 1,000.00	\$ -
54	Publications & Dues	\$ 960.00	\$ 960.00	\$ -
60	Capital Outlay	\$ -	\$ -	\$ -
71	Principal	\$ -	\$ -	\$ -
72	Interest	\$ -	\$ -	\$ -
89	Contingency (Current Year)	\$ -	\$ -	\$ -
99	Payment of Prior Year Accounts	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHANGES		\$ 2,049,373.00	\$ 2,049,373.00	\$ -
0.001	Reserves - Future Capital Outlay	\$ -	\$ -	
0.002	Reserves - Self-Insurance	\$ -	\$ -	
0.003	Reserves - Cash Balance to be Carried Forward	\$ -	\$ -	
0.004	Reserves - Sick and Annual Leave Trans Out	\$ -	\$ -	
TOTAL RESERVES ENDING BALANCE		\$ -	\$ -	
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		\$ -	\$ -	\$ -
ENDING FUND BALANCE		\$ 2,156,604.00	\$ 2,049,373.00	\$ 107,231.00

I certify that the budget shown was adopted on this 1 st Day of October 2008
 SIGNED: _____ DATE _____ 2008.

Chairperson of the Board of County Commissioners

SIGNED: _____ DATE _____ 2008.

Bureau of Entomology and Pest Control

AUTHORITY: Chapter 388.341 F.S.

County of _____

I, _____, a Notary Public, certify the signature of the contractor on the foregoing and the document is a true, correct, complete and unaltered copy of the Annual Certified Budget. 12

Notary Public
My Commission Expires: _____

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
3. Etc.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

Awarding Agency: FL Department of Agriculture and Consumer Services

Title: MOSQUITO CONTROL (Arthropod Control / Mosquito Control State Aid)

Project Amount: Not to exceed \$39,000

CSFA#: 42003

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

RECEIVED

JUL 11 2008

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES		DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL		FOR COUNTY OR DISTRICT USE ONLY	
RECOMMENDED FOR APPROVAL: <u>Michael Samanie</u>		FOR FISCAL YEAR BEGINNING: OCTOBER 1, 2008 ENDING: SEPTEMBER 30, 2009		PREPARED BY: <u>Edward Bradford</u>	
DATE: <u>7/22/08</u>				DATE: <u>7/1/08</u>	
APPROVED BY: <u>[Signature]</u> BUREAU OF ENTOMOLOGY AND PEST CONTROL		COUNTY or DISTRICT: <u>Palm Beach County Mosquito Control</u> AUTHORITY: CHAPTER 388.341 F. S.		APPROVED BY: <u>[Signature]</u> CHAIRMAN, BOARD OF COUNTY COMMISSIONERS for Environmental Resources Management	
DATE: <u>7-24-08</u>				DATE: <u>7/6/08</u>	

PAGE 1 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM					PROGRAM ELEMENTS			
					LOCAL	STATE	GENERAL	CAPITAL	U.L.V.	INSPECT.	LARVAL		
36112	PERSONAL SERVICES-REG SALARIES WAGES												
	DIRECTOR	1		106,100	106,100		61,536			25,664	6,368	12,732	
	PUBLIC WORKS SUPERVISOR	1		80,012	80,012		18,200			15,200	30,400	15,200	
	ENVIRONMENTAL ANALYST	1		39,028	39,028		3,542			3,541	47,221	3,313	
	ENVIRONMENTAL TECHNICIAN	1		38,536	38,536		2,312			1,927	30,829	3,406	
	SECRETARY	1		33,890	33,890		33,890						
	EQUIPMENT ANALYST	1		72,815	72,815		16,747			19,609	34,737	11,631	
	INSPECTORS	9		349,294	349,294		7,393			48,047	173,710	140,447	
	ATTRITION			-7,790	-7,790		-7,790						
13	ON-CALL	2		6,000	6,000					4,300	1,200		
14	OVERTIME			4,001	4,001					4,001			
15	WAGES-SPECIAL			1,000	1,000		1,000						
	LEAVEN SICK			4,000	4,000		4,000						
	TOTAL PERSONAL SERVICES			786,188	786,188		160,854			121,432	315,000	198,813	

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DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES		DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL		FOR COUNTY OR DISTRICT USE ONLY	
RECOMMENDED FOR APPROVAL: <i>Antonio Samaniego</i>		FOR FISCAL YEAR BEGINNING: OCTOBER 1, 2008 ENDING: SEPTEMBER 30, 2009		PREPARED BY: EDWARD BRADFORD	
DATE:				DATE: 7/1/08	
APPROVED BY: <i>[Signature]</i>		Falm Beach County Mosquito Control		APPROVED BY:	
BUREAU OF ENTOMOLOGY AND PEST CONTROL		COUNTY or DISTRICT:		CHAIRMAN, BOARD OF COUNTY COMMISSIONERS	
DATE: 7-24-08		AUTHORITY: CHAPTER 388.341 F. S.		Director, Environmental Resources Management	
DATE:				DATE:	

PAGE 2 OF 3		TO BE PAID FROM					PROGRAM ELEMENTS						
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL	CAPITAL	U.L.V.	INSPE.	LARVAL		
	Personal Services Benefits												
21	FICA			49,842	49,842		14,454		7,476	17,443	10,467		
	FICA Medicare			11,750	11,750		3,408		1,763	4,113	2,466		
22	Retirement Contribution			78,475	78,475		78,475						
23	Insurance, Life & Health			136,440	136,440		136,440						
24	Workers Compensation			41,810	41,810		41,810						
	Total Personal Services Benefits			318,317	318,317		374,297		9,239	21,556	12,933		
	Total Personal Services			1,104,905	1,104,905		435,421		130,691	336,647	201,746		
30	Operating Expenses												
34	Other Contract Services			496,607	496,607				496,607				
	I.S.S. - Professional Services			1,700	1,700		1,700						
60	Travel			1,200	1,200		1,200						
02	Postage			50	50		50						

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DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES		DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL		FOR COUNTY OR DISTRICT USE ONLY	
RECOMMENDED FOR APPROVAL: <i>Dulceho Samanie</i>		FOR FISCAL YEAR BEGINNING: OCTOBER 1, 2008 ENDING: SEPTEMBER 30, 2009		PREPARED BY: EDWARD BRADFORD	
DATE: 7/22/08		COUNTY or DISTRICT: Palm Beach County Mosquito Control		DATE: 7/1/08	
APPROVED BY: <i>[Signature]</i> BUREAU OF ENTOMOLOGY AND PEST CONTROL		AUTHORITY: CHAPTER 388.341 F. S.		APPROVED BY: _____ CHAIRMAN, BOARD OF COUNTY COMMISSIONERS	
DATE: 7-24-08				DIRECTOR ENVIRONMENTAL RESOURCES MANAGEMENT	
				DATE: _____	

PAGE 3 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM			PROGRAM ELEMENTS					
					LOCAL	STATE	GENERAL	CAPITAL	U.L.V.	PROFEC.	LARVAL		
43	Uniform/Electric			9,000	9,000		9,000						
	Uniform/Water Disposal			2,000	2,000		2,000						
44	Rental - Caplar			300	300		300						
	Rental - Uniforms			2,300	2,300		2,300						
	Rental - Pest Management			51,749	51,749		51,749						
45	Classify Self Insurance			137,133	137,133		137,133						
46	Repair/Maintenance Parts			500	500		500						
	Repair/Maint. Buildings			500	500		500						
	Repair/Maint. Equipment			1,000	1,000		1,000						
	Repair/Maint. Motor Pool			30,000	30,000		30,000						
	Repair/Maint. D.P. Equip.			99	99		99						
77	Printing - Quanta			34	34		34						
	Graphic			100	100		100						
9	Litense and Permits			199	199		199						
	800 Mhz System B/A Charge			2,900	2,900		2,900						
	Registration Fee			799	799		799						
	Advertising			99	99		99						

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DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES		DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL		FOR COUNTY OR DISTRICT USE ONLY	
RECOMMENDED FOR APPROVAL: <i>Edward Bradford</i>		FOR FISCAL YEAR BEGINNING: OCTOBER 1, 2007 ENDING: SEPTEMBER 30, 2008		PREPARED BY: EDWARD BRADFORD	
DATE: 7/22/08				DATE: 7/1/08	
APPROVED BY: <i>Edward Bradford</i>		COUNTY or DISTRICT: Palm Beach County Mosquito Control		APPROVED BY: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS	
BUREAU OF ENTOMOLOGY AND PEST CONTROL		AUTHORITY: CHAPTER 388.341 F. S.		DIRECTOR, ENVIRONMENTAL RESOURCES MANAGEMENT	
DATE: 7-24-08				DATE:	

ACCOUNT		TO BE PAID FROM										PROGRAM ELEMENTS	
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL	CAPITAL	U.L.V.	DISPEC.	LARVAL		
51	Office Supplies			1,300	1,300		1,300						
	Office Peripherals			300	300		300						
	Radio Equip./Installation			1,100	1,100		1,100						
	Software/Access			300	300		300						
52	Materials/Supplies			5,000	5,000		5,000						
	Insecticides/Pesticides												
	Diflufen 14	95G	140G	133,436	96,436	35,000			133,436				
	Aqua Bait	69G	210G	12,600	12,600				12,600				
	Aquatic XT	100G	19.44G	1,944	1,944						1,944		
	Aquabac G	2,000LBS.	1.39LBS.	2,780	2,780						2,780		
	Akardol Briquettes	10CS	483CS.	4,830	4,830						4,830		
	Permethrin	180G	48G	4,800	4,800				4,800				
	BVA 2	110G	6G	660	660						660		
	BVA ULV OR	5G	40G	2,200	2,200				2,200				
	Total Insecticides			163,230	128,230	35,000			193,036		10,214		

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DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL	FOR COUNTY OR DISTRICT USE ONLY
RECOMMENDED FOR APPROVAL: <i>Edith Samanie</i>	FOR FISCAL YEAR BEGINNING: OCTOBER 1, 2008 ENDING: SEPTEMBER 30, 2009	PREPARED BY: EDWARD BRADFORD
DATE: 7/22/08		DATE: 7/1/08
APPROVED BY: <i>[Signature]</i>	COUNTY or DISTRICT: Palm Beach County Mosquito Control	APPROVED BY:
BUREAU OF ENTOMOLOGY AND PEST CONTROL	AUTHORITY: CHAPTER 388.341 F. S.	CHAIRMAN, BOARD OF COUNTY COMMISSIONERS DIRECTOR, ENVIRONMENTAL RESOURCES MANAGEMENT
DATE: 7-24-08		DATE:

PAGE 5 OF 5

TO BE PAID FROM

PROGRAM ELEMENTS

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM				PROGRAM ELEMENTS			
					LOCAL	STATE	GENERAL	CAPITAL	U.L.V.	INSPECT.	LARVAL	
52	Safety Supplies			500	500		500					
	Oil			52,500	52,500		52,500					
	Oil & Lubricants			100	100		100					
	Purchased Water			1,500	1,500		1,500					
	Clothing & Working Apparel			2,000	2,000		2,000					
	Tools/Small Implements			1,000	1,000		1,000					
	Books, Pubs, Subscriptions			500	500		500					
	Dues & Memberships			500	500		500					
	Total Operating Expenses			970,681	993,681	35,000	308,824		651,643		18,314	
	TOTAL BUDGET			2,075,186	2,040,186	35,000	744,245		762,334		336,647	211,980

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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
Fund 1228 State Mosquito

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED / Expended	REMAINING BALANCE
<u>REVENUES</u>							
380-3242 State Mosquito 3439 State Grant Other Physical Enviro	37,000	37,000	2,000			39,000	
TOTAL RECEIPTS & BALANCES	105,231	105,231	2,000	0		107,231	
<u>EXPENDITURES</u>							
380-3242 State Mosquito 5207-Insecticides and pestisides	105,231	105,231	2,000	0		107,231	107,231
TOTAL APPROPRIATIONS & EXPENDITURES	105,231	105,231	2,000	0		107,231	

Attachment 2

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Richard E. Ubelby 9/29/08

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

November 18, 2008

Deputy Clerk to the

Board of County Commissioners

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