

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	October 1, 2013	(X) Consent	( ) Regular
		( ) Ordinance	( ) Public Hearing

**Department**

<b>Submitted By:</b>	<u>Environmental Resources Management</u>
<b>Submitted For:</b>	<u>Environmental Resources Management</u>

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to:

**A) approve** Agreement Contract No. 020316 with the Florida Department of Agriculture and Consumer Services (FDACS) for mosquito control activities performed by the Department of Environmental Resources Management, for the period October 1, 2013 through September 30, 2014 for an amount not to exceed \$30,000;

**B) approve** Budget Amendment of \$11,500 to re-align the 2014 Budget to reflect the award amount; and

**C) authorize** the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications, and other forms associated with this Agreement, and necessary minor amendments that do not change the scope of work, terms or conditions of this Agreement.

**Summary:** The Agreement provides Arthropod Control State Aid of up to \$30,000 in quarterly installments with monthly reporting requirements regarding mosquito control activities. No match is required. The FDACS Form 13617 Certified Budget must be delivered to Tallahassee by November 1, 2013. Countywide (SF)

**Background and Justification:** FDACS provides aid to assist local entities with the control of mosquitoes. Funds may be used for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvacides, adulticides, equipment and alerts as approved by FDACS. The County typically uses the funds to purchase chemicals.

**Attachments:**

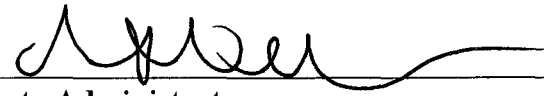
1. Agreement
  2. DACS Form 13617 Certified Budget
  3. Budget Amendment (1228)
  4. DACS September 3, 2013 Letter of Due Date
- 

**Recommended by:**

  
Department Director

9/10/13  
Date

**Approved by:**

  
County Administrator

9/26/13  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	\$30,000	_____	_____	_____
External Revenues	_____	\$(30,000)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	-0-	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes \_\_\_\_ No X

Budget Account No.: Fund 1228 Department 380 Unit 3242 RSRC \_\_\_\_  
Program \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

CSFA#: 42003 Florida Department of Agriculture and Consumer Affairs

### C. Department Fiscal Review:

*JP*

## III. REVIEW COMMENTS

### A. OFMB Fiscal and /or Contract Dev. and Control Comments:

*[Signature]* 9/12/2013  
OFMB *[Signature]* 9/11/13  
SC 9/12

*[Signature]* 9/16/13  
Contract Development and Control

### B. Legal Sufficiency:

*[Signature]*  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director



ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

FDACS CONTRACT #

CONTRACTUAL SERVICES AGREEMENT 020316

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the Department and the Palm Beach County Mosquito Control, the CONTRACTOR.

Steven L. Abrams, Mayor

CONTRACT PERIOD: October 1, 2013 through September 30, 2014.

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 requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code.

An operational work plan on FDACS Form 13666 entitled "Operational Work Plan for Mosquito Control", and a detailed work plan on FDACS Form 13623 entitled "Detailed Work Plan Budget - Arthropod Control" providing for the control of mosquitoes are to be filed with the Department not later than July 15, 2013.

Following approval of the work plan and detailed work plan budget by the Department, two notarized (certified) copies of the CONTRACTOR's certified budget on FDACS Form 13617, entitled "Annual Certified Budget for Arthropod Control" shall be submitted to the Department not later than September 30, 2013. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget amendment on FDACS Form 13613 entitled "Arthropod Control Budget Amendment" must be submitted to the Department. The certified budget shall show all estimated cash carry-over amounts as a beginning cash balance. When the estimated cash carry-over amount in any fund is less than the actual cash carry-over amounts, a budget amendment shall be submitted to budget the additional amount of funds; however, only local fund carry-over re-budgeted by October 30, 2013 will be matched. NO EXCEPTIONS WILL BE MADE.

Budget amendments on FDACS Form 13613, entitled "Arthropod Control Budget Amendment," 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 an accompanying request for approval of the 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 (e.g. October reports are due by December 1st), the CONTRACTOR shall submit a monthly financial report to the Department on FDACS Form 13663, entitled "Mosquito Control Monthly Report" for Local Funds and FDACS Form 13650 entitled "Mosquito Control Monthly Report" for State Funds. CONTRACTOR 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 the 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, Florida Statutes, shall continue to submit financial reports as required by Rule 5E-13.027(3), Florida Administrative Code, until funds received under this program are exhausted.

CONTRACTOR shall complete and submit FDACS Form 13652 entitled "Mosquito Control Monthly Activity Report" for pesticide activity to the Department not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st). If there is no activity in any given month, CONTRACTOR shall continue to submit monthly reports of accomplishments on the prescribed form to the Department not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st) stating "NO ACTIVITY".

State funds received by CONTRACTOR 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 658.60, Florida Statutes.

All purchases of supplies, materials and equipment by CONTRACTOR 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 CONTRACTOR here under shall be used in accordance with the detailed work plan and certified budget approved by both the Department and CONTRACTOR. 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 CONTRACTOR's fiscal year, and re-budgeted for such control measures the following fiscal year. No State funds may be placed in a reserve account.

All equipment purchased pursuant to Chapter 388, Florida Statutes, with state funds made available directly to CONTRACTOR shall become the property of the CONTRACTOR 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 CONTRACTOR shall be maintained in accordance with Section 274.02, Florida Statutes, and recorded on FDACS Form 13666 entitled "Operational Work Plan For Mosquito Control".

Surplus property shall be disposed of according to the provisions set forth in Section 274.05, Florida Statutes, with the following exceptions: Serviceable equipment no longer needed by CONTRACTOR 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 Section 274.05, Florida Statutes.

The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, Florida Statutes, 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 CONTRACTOR shall be deposited in the county's or district's mosquito control state fund account unless otherwise specifically designated by the Department.

If CONTRACTOR is carrying out programs for the control of mosquitoes involving the expenditure of state funds, then it shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same as provided herein.

State funds, supplies, and services shall be made available to CONTRACTOR 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 CONTRACTOR in the last three (3) quarters of the current fiscal year. CONTRACTOR shall be notified of the amount payable to them and if necessary shall amend amounts of state funds budgeted.

The Department, upon notifying CONTRACTOR 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, Florida Statutes shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General.

Execution of this contract shall serve as CONTRACTOR's acknowledgment that it is subject to Section 215.97, Florida Statutes, and regardless of the amount of the state financial assistance received, the provisions of Section 215.97, Florida Statutes, do not exempt CONTRACTOR, as a non-state entity, from compliance with provisions of law relating to maintaining records concerning state financial assistance to CONTRACTOR or from allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.

  
Please Initial

This Agreement shall be executed and returned to the Department not later than October 1, 2013.

Failure to comply with Chapter 388, Florida Statutes, Chapter 5E-13, Florida Administrative Code and this Agreement may result in loss or termination of funds and/or state approval certification.

Intellectual property is subject to the following additional provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.

With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

- B. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- C. The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.

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

The Department will pay the CONTRACTOR in arrears as follows:

An amount not to exceed \$30,000 payable in equal quarterly installments upon receipt of required reports submitted to the Department within 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 to the Department 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 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) 617-7200 or Purchasing Office at (850) 617-7181.

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.

Transaction Fee: Contractors shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

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) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

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 of 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 of Agriculture and Consumer Services 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.

The CONTRACTOR must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the records and at a cost that does not exceed the cost provided by the law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

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 and subject to the availability of funds. Renewal costs may not be charged by the CONTRACTOR. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3), Florida Statutes, may not be renewed.

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.

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 I 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 the 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 the 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 10<sup>th</sup> 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 at the following address:

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

Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.

G. Recipients, when submitting financial reporting packages to the DEPARTMENT 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 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. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:

- a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
- b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

A CONTRACTOR who is a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the contract period. Any balance of unobligated funds which has been advanced or paid must be refunded to the DEPARTMENT. Any funds paid in excess of the amount to which the CONTRACTOR is entitled under the terms and conditions of this contract must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with Section 287.042, Florida Statutes, 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) 877-4816 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, in accordance with Section 287.095(3), Florida Statutes, 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 the DEPARTMENT 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 28<sup>th</sup> Street North, 3<sup>rd</sup> Floor, St. Petersburg, Florida 33716, telephone number (727) 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 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 the employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

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.

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 Contract Manager for the Department is Stacey D. Reese and is located at Bureau of Entomology and Pest Control, Mosquito Control Program, 3125 Conner Boulevard, MS-C-41, Tallahassee, Florida 32399-1650.

The Contract Manager for the Contractor is PBC for PBC Mosquito Control and is located at 9011 West Lantana Road, Lake Worth, Florida 33467.

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES, State of Florida**

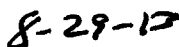
**CONTRACTOR:**  
~~Palm Beach County Mosquito Control~~



Signature



Title



Date

Signature


Steven L. Abrams, Mayor

Title

Date

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

 9/20/13  
**ASSISTANT COUNTY ATTORNEY      DATE**

  
**APPROVED AS TO TERMS  
AND CONDITIONS.**

## 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: Florida Department of Agriculture and Consumer Services

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

Project Amount: not to exceed \$30,000

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.*



Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services  
**ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL**

ADAM H. PUTNAM

Section 388.361, F.S. and 5E-13.027(1), F.A.C.  
Telephone: (850) 617-7995; Fax (850) 617-7969

Submit to:  
Bureau of Entomology and  
Pest Control  
3125 Conner Blvd, Suite N,  
MS C-41  
Tallahassee, FL 32399-1650

County or District Palm Beach County

FISCAL YEAR: OCTOBER 1, 2013 - SEPTEMBER 30, 2014

RECEIPTS

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$1,928,173.00	\$1,928,173.00	
334.1	State Grant	\$30,000.00	\$0.00	\$30,000.00
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$200.00	\$0.00	\$200.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	-\$10.00	\$0.00	(\$10.00)
389	Loans	\$0.00	\$0.00	\$0.00
TOTAL RECEIPTS		\$1,958,363.00	\$1,928,173.00	\$30,190.00
Beginning Fund Balance		\$29,272.00	\$0.00	\$29,272.00
Total Budgetary Receipts & Balances		\$1,987,635.00	\$1,928,173.00	\$59,462.00

EXPENDITURES

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$662,377.00	\$662,377.00	\$0.00
20	Personal Services Benefits	\$270,920.00	\$270,920.00	\$0.00
30	Operating Expense	\$456,857.00	\$456,857.00	\$0.00
40	Travel & Per Diem	\$1,175.00	\$1,175.00	\$0.00
41	Communication Serv	\$0.00	\$0.00	\$0.00
42	Freight Services	\$30.00	\$30.00	\$0.00
43	Utility Service	\$11,000.00	\$11,000.00	\$0.00
44	Rentals & Leases	\$52,521.00	\$52,521.00	\$0.00
45	Insurance	\$80,887.00	\$80,887.00	\$0.00
46	Repairs & Maintenance	\$34,941.00	\$34,941.00	\$0.00
47	Printing and Binding	\$0.00	\$0.00	\$0.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$280,524.00	\$280,524.00	\$0.00
51	Office Supplies	\$3,399.00	\$3,399.00	\$0.00
52.1	Gasoline/Oil/Lube	\$50,102.00	\$50,102.00	\$0.00
52.2	Chemicals	\$72,712.00	\$13,250.00	\$59,462.00
52.3	Protective Clothing	\$1,980.00	\$1,980.00	\$0.00
52.4	Misc. Supplies	\$6,250.00	\$6,250.00	\$0.00
52.5	Tools & Implements	\$1,000.00	\$1,000.00	\$0.00
54	Publications & Dues	\$960.00	\$960.00	\$0.00
55	Training	\$0.00	\$0.00	\$0.00
60	Capital Outlay	\$0.00	\$0.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$0.00	\$0.00	\$0.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
TOTAL BUDGET AND CHANGES		\$1,987,635.00	\$1,928,173.00	\$59,462.00
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	
TOTAL RESERVES ENDING BALANCE		\$0.00	\$0.00	
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		\$1,987,635.00	\$1,928,173.00	\$59,462.00
ENDING FUND BALANCE		\$0.00	\$0.00	\$0.00

I certify that the budget shown was adopted on this \_\_\_\_\_ Day of September 2013

SIGNED: \_\_\_\_\_  
Chairman of the Board, or Clerk of Circuit Court

APPROVED: State of Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control  
SIGNED: \_\_\_\_\_

Bureau of Entomology and Pest Control

2014 - 0006

BGEX - 380 - 08141300000000001931

BGRV - 380 - 08141300000000000630

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER

Fund 1228 State Mosquito

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED BUDGET / Expended	REMAINING BALANCE
<u>REVENUES</u>						
380-3242 State Mosquito      3439 State Grant Other Physical Envirc	18,500	18,500	11,500		30,000	
<b>TOTAL RECEIPTS &amp; BALANCES</b>	47,962	47,962	11,500	0	59,462	
<u>EXPENDITURES</u>						
380-3242 State Mosquito      5207-Insecticides and pestisides	47,962	47,962	11,500	0	59,462	59,462
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>	47,962	47,962	11,500	0	59,462	

Environmental Resources


Management

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures & Dates

 9/12/2013  
cc 9/12/13

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

October 1, 2013

Deputy Clerk to the

Board of County Commissioners



DIVISION OF AGRICULTURAL  
ENVIRONMENTAL SERVICES  
BUREAU OF ENTOMOLOGY AND PEST CONTROL  
(850) 617-7997  
(850) 617-7967 FAX



THE CONNER BUILDING, SUITE N  
3125 CONNER BOULEVARD  
TALLAHASSEE, FLORIDA 32399-1650

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**COMMISSIONER ADAM H. PUTNAM**

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September 3, 2013

Ed Bradford  
Palm Beach County Mosquito Control  
9011 West Lantana Road  
Lake Worth, FL 33467

Dear Ed:

Enclosed are two originals of your Mosquito Control Contractual Agreement for fiscal year October 1, 2013 to September 30, 2014.

As most of you are aware, we did not send out a letter this year regarding the requirements in 215.97, F.S. since this issue is addressed in the annual Mosquito Control Contractual Agreement. Please note that initials are required on page three for this requirement.

Please review, initial on page three, sign on page ten, and return one original to our office no later than November 1, 2013. The second original is provided for your files. As a reminder, agreements signed by anyone other than the Chair must be accompanied by written authorization.

If you have any questions, please contact me at (850) 617-7995.

Sincerely,

**ADAM H. PUTNAM**  
**COMMISSIONER OF AGRICULTURE**

Stacey D. Reese  
Administrative Assistant II

Enclosures