

BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: January 13, 2015 (X) Consent ( ) Regular  
( ) Workshop ( ) Public Hearing

Department  
Submitted By: Environmental Resources Management  
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

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

- A) **approve** a Contractual Services Agreement No. 021813 with the Florida Department of Agriculture and Consumer Services (FDACS) to reimburse the County up to \$8,703 for listed species monitoring through November 30, 2015 on the Juno Dunes Natural Area;
- B) **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 significantly change the scope of work or terms and conditions of the Agreement.
- C) **approve** a Budget Amendment of \$8,703 in the Natural Areas Fund to recognize the award.

**Summary:** The FDACS Agreement will reimburse the County \$8,703 for listed species monitoring with a \$5,902 match and is effective to November 30, 2015. A cash match is provided by the Natural Areas Fund, a non-ad valorem source. Staff submitted a proposal to the Florida Statewide Endangered and Threatened Plant Conservation Program to conduct a demographic study on the federally endangered four-petal pawpaw (*Asimina tetramera*) on the Juno Dunes Natural Area. The expected results and benefits of this project and the information it generates will:

- provide reliable data on population status and monitoring results;
- assist in determining the priority of conducting fuel reduction and/or burning of management units;
- assist in determining the long-term viability of the species; and
- determine whether spiral whitefly, a non-native insect species, may be causing detrimental effects to the plant. District 1 (SF)

**Background and Justification:** The four-petal pawpaw is a perennial shrub limited to scrub habitats in three distinct areas of Martin and Palm Beach Counties on the Atlantic Coastal Ridge in southeast Florida. Detection of population trends is needed to determine *Asimina tetramera* status and very little demographic data are available. Continuous studies over a long time period are needed to accurately determine the long term viability of this species.

**Attachments:**

1. Contractual Services Agreement No. 021813
2. Budget Amendment (1226)

Recommended by: [Signature] 12-24-14  
Department Director Date

Approved by: [Signature] 12/24/14  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$14,605</u>	_____	_____	_____	_____
External Revenues	<u>(\$8,703)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$5,902</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No x  
Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ RSRC \_\_\_\_\_  
Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact**

CFDA 15.615

C. Department Fiscal Review: *JP*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Administrator Comments:**

*[Signature]*  
OFMB *12/18* *12/18* *12/18*  
*12/18*  
*12-24-14* *12/24/14*  
Contract Administrator *12/24/14*

**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 #

021813

**CONTRACTUAL SERVICES AGREEMENT**

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

CONTRACT PERIOD: Upon execution through November 30, 2015.

The CONTRACTOR agrees to provide the following services including the tasks required to be performed: conduct rare plant population surveys at Juno Dunes Natural Area and compile and report on data. See Attachment A, Work Plan, as incorporated by reference and attached hereto.

The Contractor must provide the following quantifiable, measureable, and verifiable units of Deliverables (Deliverable) which must be received and accepted in writing by the Contract Manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

Two reports shall be submitted: an Interim Report due by May 24, 2015 and a Final Report due by November 23, 2015. Invoices are due one week after report submissions, May 31 and November 30, respectively.

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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.

- B. 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.
- C. 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.
- D. 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 DEPARTMENT agrees to provide the following services: N/A.

The class/group code commodity catalog control number is:  
70151500.

The DEPARTMENT will pay the CONTRACTOR in arrears as follows: One payment of \$4,352 made upon submittal of an interim report on May 24 and invoice on May 31, 2015, and a final payment of \$4,351 made upon submittal of final report on November 23 and invoice on November 30, 2015, totaling \$8,703.

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 OF AGRICULTURE AND CONSUMER SERVICES, Forest Mgt., Michael Jenkins, 3125 Conner Blvd, Tallahassee, Florida, 32399-1650 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 giving 30 days written notice.

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.

The following provisions of A through L 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 maintain 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.
  - (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 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- 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, 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.
- L. 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.

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 non-profit 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

- F. 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 Michael Jenkins and is located at FDACS, Forest Mgt., 3125 Conner Blvd., Tallahassee, Florida 32399-1650.

The Contract Manager for the CONTRACTOR is Robert Robbins, Director, Palm Beach County Department of Environmental Resources Management, and is located at 2300 North Jog Rd., 4th Floor, West Palm Beach, FL 33411-2743.

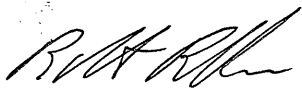
Signed by parties to this agreement:

FLORIDA DEPARTMENT OF AGRICULTURE    CONTRACTOR  
AND CONSUMER SERVICES

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Administration  
Title

12-9-14  
\_\_\_\_\_  
Date

  
**APPROVED AS TO TERMS  
AND CONDITIONS.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

 12/29/14  
\_\_\_\_\_  
**ASSISTANT COUNTY ATTORNEY    DATE**



## 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) -- US Department of Interior, Fish and Wildlife Service, CFDA 15-615, Cooperative Endangered Species - \$ 8,703

### 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.*

*State Project (list State awarding agency, Catalog of State Financial Assistance title and number) –  
\$ (amount)*

**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.*

DFS-A2-CL  
July 2005  
Rule 691-5.006,FAC

## ATTACHMENT A

### FY 2014-15 Work Plan for Contractual Services Agreement between Palm Beach Co. and FDACS

#### Performance

Period	Program Area/Activities (Refer to Proposed Activities)	Minimum Performance Level
<b>Interim period</b> (Oct. 1, 2014 - May. 24, 2015)	<b><u>A. Partner Coordination</u></b>  Job 1. Survey population of <i>Asimina tetramera</i> at Juno Dunes Natural Area and search for new plants  Job 2. Compile data and produce written report	  <i>Establish during this period and reflect in Interim Report, showing use of federal and matching funds.</i>   <i>Establish during this period and reflect in Interim Report, showing use of federal and matching funds.</i>
<b>Final period</b> (May. 25, 2015 - Nov. 30, 2015)	<b><u>A. Partner Coordination</u></b>  Job 1. Survey population of <i>Asimina tetramera</i> at Juno Dunes Natural Area and search for new plants  Job 2. Compile data and produce written report	  <i>Establish during this period and reflect in Final Report, showing use of federal and matching funds.</i>  <i>Establish during this period and reflect in Final Report, showing use of federal and matching funds.</i>

### FY 2014-15 Budget Plan for Contractual Services Agreement between Palm Beach Co. and FDACS

Contract period	<u>Federal funds administered by FDACS</u>	<u>Matching funds provided by The Contractor</u>
(Oct. 1, 2014 - Nov. 30, 2015)	\$8,703	\$5,902

2015- 0278

BGEX - 381 - 11181400000000000375

BGRV - 381 - 11181400000000000126

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

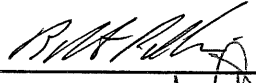
Fund 1226 Natural Areas Fund

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED BUDGET / Expended	REMAINING BALANCE
<b><u>REVENUES</u></b>							
380-3162 Natural Areas Management	3139 Fed Grnt Other Phys Envir	0	0	8,703	0	8,703	8,703
<b>TOTAL RECEIPTS &amp; BALANCES</b>		14,954,356	15,161,422	8,703	0	15,170,125	
<b><u>EXPENDITURES</u></b>							
380-3162 Natural Areas Management	3401 Other Contractual Services *	6,099,576	6,099,576	8,703	0	6,108,279	2,974,252
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		14,954,356	15,161,422	8,703	0	15,170,125	

Environmental Resources  
Management

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

Signatures & Dates

  
N. Diaz 12/19/14

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

December 16, 2014

Deputy Clerk to the  
Board of County Commissioners