

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

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<b>Meeting Date:</b>	October 20, 2015	(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) ratify** the Mayor’s signature on Contractual Services Agreement No. 022266 and the Annual Certified Budget for Mosquito Control with the Florida Department of Agriculture and Consumer Services (FDACS) for mosquito control activities performed during contract period October 1, 2015, through September 30, 2016, for an amount not to exceed \$43,009; and

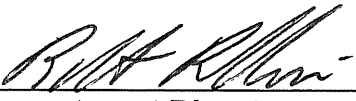
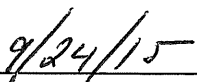

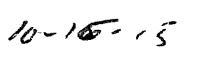
**B) authorize** the County Administrator, or her designee, to sign all future time extensions, task assignments, certifications, and other forms associated with this Agreement, and any necessary minor amendments that do not substantially change the scope of work, terms or conditions of this Agreement.

**Summary:** The Agreement provides Arthropod Control State Aid of up to \$43,009 in quarterly installments with monthly reporting requirements regarding mosquito control activities. No match is required. The FDACS Form 13617 Certified Budget had to be signed and delivered to Tallahassee no later than October 1, 2015. Countywide (SF)

**Background and Justification:** FDACS provides aid to assist local entities with arthropod and mosquito control. 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. FDACS Form 13617 Certified Budget

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<b>Recommended by:</b>			
	Department Director	Date	
<b>Approved by:</b>			
	Deputy County Administrator	Date	

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$43,009</u>	_____	_____	_____	_____
External Revenues	<u>\$(43,009)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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:

*S. Neary*

## III. REVIEW COMMENTS

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

*Sherry B...*  
OFMB *10/25/15* *11/5/15*  
*B. Wheeler 10-15-15*  
Contract Development and Control

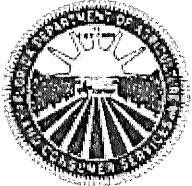
### B. Legal Sufficiency:

*[Signature]*  
Assistant County Attorney

### C. Other Department Review:

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

Attachment 1



ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

FDACS CONTRACT #  
022266

### MOSQUITO CONTROL CONTRACTUAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2015 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the DEPARTMENT, and Palm Beach County acting on behalf of Palm Beach County Mosquito Control, the CONTRACTOR.

CONTRACT PERIOD: October 1, 2015 to September 30, 2016.

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 provide the following services including the tasks required to be performed:

Comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code to conduct arthropod/mosquito control.

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.

- A. Two copies of the CONTRACTOR's operational work plan on form, "Operational Work Plan for Mosquito Control", (FDACS-13666, Rev. 07/13) and detailed work plan on the form, "Detailed Work Plan Budget - Arthropod Control", (FDACS-13623, Rev. 07/13), shall be submitted to the DEPARTMENT not later than July 15, 2015 as part of the application / re-application process for state aid for fiscal year 2015-2016.
  - (1) A record and inventory of property owned by CONTRACTOR shall be maintained in accordance with Section 274.02, Florida Statutes, and recorded on the form, "Operational Work Plan for Mosquito Control", (FDACS-13666, Rev. 07/13).
  - (2) The detailed work plan budget submitted shall classify proposed expenditure accounts on an object/sub-object code budgetary level (i.e. 60 - Capital Outlay / 61 - Land, 62 - Buildings, 63 - Infrastructure or 64 - Machinery and Equipment). Any remaining state or local funds budgeted for the control of mosquitoes in a fiscal shall be estimated and re-

budgeted for such control measures the following fiscal year on the CONTRACTOR's detailed work plan budget.

- B. Two notarized (certified) copies of the CONTRACTOR's certified budget on the form, "Annual Certified Budget for Arthropod Control", (FDACS-13617, Rev. 07/13), shall be submitted to the DEPARTMENT by September 30, 2015. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget amendment on the form, "Arthropod Control Budget Amendment", (FDACS-13613, Rev. 07/13), must be submitted to the DEPARTMENT.
  - (1) 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.
  - (2) No State funds may be placed in a reserve account.
- C. Budget amendments on the form, "Arthropod Control Budget Amendment", (FDACS-13613, Rev. 07/13), shall be prepared and submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in nonbudgeted 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.
- D. Submit a monthly financial report to the DEPARTMENT on the form, "Mosquito Control Monthly Report" for State Funds, (FDACS-13650, Rev. 07/13). CONTRACTOR shall submit its monthly financial report to the DEPARTMENT not later than thirty (30) days after the end of each month (October through August reports). September financial reports shall be submitted to the DEPARTMENT not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed or attested by the program director or person responsible for administration of the program and funds.
- E. Submit a monthly financial report to the DEPARTMENT on the form, "Mosquito Control Monthly Report" for Local Funds, (FDACS-13663, Rev. 07/13). The CONTRACTOR shall submit its monthly financial report to the DEPARTMENT not later than thirty (30) days after the end of each month (October through August reports). September financial reports shall be submitted to the DEPARTMENT not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed or attested by the program director or person responsible for administration of the program and funds.
- F. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc) with date specified for costs incurred in accordance with the form, "Mosquito Control Monthly Report" for State Funds, (FDACS-13650, Rev. 07/13) and the form, "Mosquito Control Monthly Report" for Local Funds, (FDACS-13663, Rev. 07/13).

- G. Submit a monthly pesticide activity report to the DEPARTMENT on the form, "Mosquito Control Monthly Activity Report", (FDACS-13652, Rev. 07/13). The CONTRACTOR shall submit its monthly pesticide activity report to the DEPARTMENT not later than thirty (30) days after the end of each month. If there is no activity in any given month, the 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".
- H. If the CONTRACTOR decides to withdraw from participation in state matching funds under Chapter 388, F.S., the CONTRACTOR shall continue to submit reports referenced until funds received under this program are exhausted.
- I. 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. The CONTRACTOR shall provide proof of the separate depository accounts with the monthly reports.
- J. 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.
- K. All funds, supplies, and services released to the CONTRACTOR 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
  - P. All proceeds from the sale of any real or tangible personal property owned by CONTRACTOR shall be deposited in the county or district mosquito control state fund account unless otherwise specifically designated by the DEPARTMENT.
  - Q. 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.
  - R. 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.
  - S. 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.
  - T. 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.
  - U. 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 state financial assistance received, the provisions of Section 215.97, Florida Statutes, do not exempt the CONTRACTOR, as a nonstate entity, from compliance with provisions of law relating to maintaining records concerning state financial assistance or from allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
  - V. This Agreement shall be executed and returned to the Department not later than October 1, 2015.

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 Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 85111704

The DEPARTMENT will pay the CONTRACTOR in arrears as follows:

An amount not to exceed \$ 43,009 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines. 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.

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, Stacey Reese, Agricultural Environmental Services, Mosquito Control Program, 3125 Conner Blvd, Bldg

6, 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: CONTRACTOR 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 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 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
  - (c) The Division of Agricultural Environmental Services at the following address:  
Mosquito Control Program  
3125 Conner Blvd, Bldg 6  
Tallahassee, Florida 32399-1650

- G. 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 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 Stacey Reese, Agricultural Environmental Services, Mosquito Control Program, 3125 Conner Blvd, Bldg 6, Tallahassee, Florida 32399-1650.

The Contract Manager for the CONTRACTOR is Ed Bradford, Director and is located at 9011 West Lantana Road, Lake Worth, FL 33467 (acting for and on behalf of Palm Beach County).

Signed by parties to this agreement:

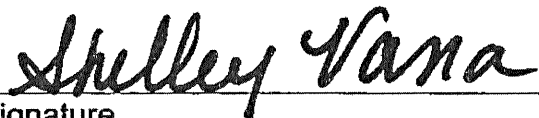
FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES

CONTRACTOR  
Palm Beach County



Signature  
D. Alan Edwards  
Director of Administration  
Title

6-10-15  
Date

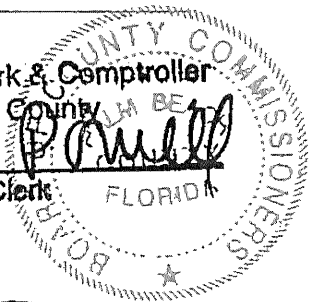


Signature  
Mayor, Palm Beach County  
Title


9-22-15  
Date

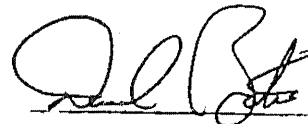
Sharon R. Bock, Clerk & Comptroller  
Palm Beach County

By   
Deputy Clerk



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

 8-7 9/16/15  
STANT COUNTY ATTORNEY DATE



APPROVED AS TO TERMS  
AND CONDITIONS

## EXHIBIT - 1

### 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) –  
Florida Department of Agriculture and Consumer Services, Mosquito Control, CSFA: 42.003 -  
\$ 43,009

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

#### Chapter 388, F.S. and Rule Chapter 5E-13, F.A.C.

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.

Attachment 2



Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

ADAM H. PUTNAM  
COMMISSIONER

Section 388.361, F.S. and 5E-13.027(1), F.A.C.  
Telephone: (850) 617-7995; Fax (850) 617-7989

Submit to:  
Mosquito Control  
3125 Conner Blvd, Bldg 6  
Tallahassee, FL 32399-1650

County or District Palm Beach County

FISCAL YEAR: OCTOBER 1, 2015 - SEPTEMBER 30, 2016

RECEIPTS

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$2,169,721.00	\$2,169,721.00	\$0.00
334.1	State Grant	\$43,009.00	\$0.00	\$43,009.00
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
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	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
TOTAL RECEIPTS		\$2,212,730.00	\$2,169,721.00	\$43,009.00
Beginning Fund Balance		\$18,088.00	\$0.00	\$18,088.00
Total Budgetary Receipts & Balances		\$2,230,818.00	\$2,169,721.00	\$61,097.00

EXPENDITURES

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$681,911.00	\$681,911.00	\$0.00
20	Personal Services Benefits	\$294,204.00	\$294,204.00	\$0.00
30	Operating Expense	\$416,857.00	\$416,857.00	\$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	\$57,455.00	\$57,455.00	\$0.00
45	Insurance	\$90,036.00	\$90,036.00	\$0.00
46	Repairs & Maintenance	\$32,378.00	\$32,378.00	\$0.00
47	Printing and Binding	\$0.00	\$0.00	\$0.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$377,734.00	\$377,734.00	\$0.00
51	Office Supplies	\$3,399.00	\$3,399.00	\$0.00
52.1	Gasoline/Oil/Lube	\$40,102.00	\$40,102.00	\$0.00
52.2	Chemicals	\$214,347.00	\$153,250.00	\$61,097.00
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		\$2,230,818.00	\$2,169,721.00	\$61,097.00
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
TOTAL RESERVES ENDING BALANCE		\$0.00	\$0.00	\$0.00
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		\$2,230,818.00	\$2,169,721.00	\$61,097.00
ENDING FUND BALANCE		\$0.00	\$0.00	\$0.00

I certify that the budget shown was adopted on this 22nd Day of September 20 15

SIGNED: Shirley Vona  
Chairman of the Board, or Clerk of Circuit Court

APPROVED: State of Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED: \_\_\_\_\_  
Mosquito Control Program

FDACS-13617 Rev 07/13

Sharon A. Bock, Clerk & Comptroller  
Palm Beach County

By Shirley Vona  
Deputy Clerk