

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

Meeting Date: February 9, 2016 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 Federal Financial Assistance Subrecipient Agreement No. 022883 with the Florida Department of Agriculture and Consumer Services (FDACS) for reimbursement of County staff costs in an amount not to exceed \$11,037 associated with the monitoring of four-petal pawpaw (*Asimina tetramera*) upon approval of the Board of County Commissioners (BCC) through November 23, 2016, located on the Juno Dunes Natural Area;

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 changes that do not significantly change the scope of work or terms and conditions; and

C) approve a Budget Amendment of \$11,037 in the Natural Areas Fund to recognize the award.


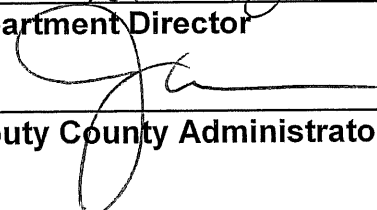
Summary: The FDACS Agreement provides for reimbursement to the County up to \$11,037 for monitoring with a \$6,000 County cash match. A proposal was submitted to the Florida Statewide Endangered and Threatened Plant Conservation Program to conduct a demographic study on the federally endangered four-petal pawpaw within the Juno Dunes Natural Area. The information generated from this project will:

- provide reliable data on population status on the natural area;
- 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 (AH)

Background and Justification: The four-petal pawpaw is a perennial shrub limited to scrub habitats in three disjunctive areas of Martin and Palm Beach Counties located on the Atlantic Coastal Ridge. Long term studies are needed to accurately determine the long term viability of this species.

Attachments:

1. FDACS Agreement No. 022883
2. Budget Amendment (1226)

Recommended by:		1-27-16
	Department Director	Date
Approved by:		2-1-16
	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	\$17,037	_____	_____	_____	_____
External Revenues	(\$11,037)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$6000	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No x
 Budget Account No.: Fund ___ Department ___ Unit ___ Object ___
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact

CFDA 15.615 and the \$6000 are included in ERM's general fund budget.

C. Department Fiscal Review: *E. Henry*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

[Signature] 1/21/16
 OFMB 1/21/16

[Signature] 1/29/16
 Contract Administrator
 B. Wheeler 1-28-16

B. Legal Sufficiency:

Anne Delgant 2/1/16
 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 #
022883

**FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT**

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and the Palm Beach County Board of County Commissioners, ("SUBRECIPIENT"). The SUBRECIPIENT shall perform the Scope of Work outlined in Attachment A Work Plan, incorporated by reference and attached hereto.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 70151500.

A. SUBAWARD AMOUNT

The total award amount for satisfactorily completing the Scope of Work is \$11,037.00. In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence on the date of execution and, unless sooner terminated or canceled, shall end on the 23 day of November of 2016 ("Term").
2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The SUBRECIPIENT shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The SUBRECIPIENT must register and maintain a registration in SAM until submittal of the final financial report. A data universal numbering system (DUNS) number is required for registration in SAM.
2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

- a. All expenditures of federal financial assistance under the AGREEMENT shall be in compliance with all applicable laws, rules and regulations applicable to expenditures of federal funds.
- b. The SUBRECIPIENT shall implement applicable National Policy Requirements.

2. Deliverables

The SUBRECIPIENT must provide quantifiable, measureable and verifiable units of Deliverables (Deliverables) which must be received and accepted in writing by the RECIPIENT before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work, Attachment A Work Plan attached hereto.

3. Financial Management

- a. The SUBRECIPIENT shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this AGREEMENT.
- b. The SUBRECIPIENT shall comply with 2 CFR, Part 200 and adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.
- b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT's grant manager not more often than monthly, and not less than twice during The

contract Term. Payment Request packet must be submitted within a week of submittal of any quarterly and final reports. To be eligible for reimbursement, costs shall be allowable, necessary and reasonable, and must be submitted by budget category consistent with the budget plan in the Attachment A Work Plan, Scope of Work.

- c. All reimbursement requests must be submitted using the RECIPIENT'S standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.
- d. The payment request packet is downloadable from www.FreshFromFlorida.com.
- e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.
- f. 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. Any travel expenses must be specified in the Budget Plan and Scope of Work.

5. Payment of Reimbursement Requests

- a. Payment for allowable, necessary and reasonable costs shall be made within thirty (30) days after acceptance by the RECIPIENT. Payment request packets returned to the SUBRECIPIENT due to omissions or preparation errors will result in a payment delay.
- b. Payment requests for a percentage of work completed on each task deliverable are allowed.
- c. Payment is contingent upon the availability of funding from the federal agency and SUBRECIPIENT'S compliance with the terms and conditions of this AGREEMENT.
- d. The final payment under this AGREEMENT shall be made upon completion of the Scope of Work including all deliverables and the receipt and approval of all reports required hereunder.

- e. Disallowance or adjustments due to audit findings may require the SUBRECIPIENT to return funds to the RECIPIENT. The SUBRECIPIENT is solely responsible for reimbursing the RECIPIENT for amounts incorrectly paid to the SUBRECIPIENT.

6. Program Income

- a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR, 200.80
- b. The SUBRECIPIENT must report to the RECIPIENT any program income received or anticipated from the activities performed under this AGREEMENT.

7. Revision of Budget Plan

- a. The Budget Plan contained in the SUBRECIPIENT APPLICATION lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work, including the completion of Deliverables.
- b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.
- c. Prior approval, evidenced by contract amendment, is required for:
 - (1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.
 - (2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.
 - (3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

The SUBRECIPIENT shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel and delays in completion of the work.

9. Acknowledgements

The SUBRECIPIENT shall have an acknowledgement of the US Dept. of Interior, US Fish and Wildlife Service support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.

Audiovisual means a product containing visual imagery or sound or both.

The SUBRECIPIENT acknowledgement must contain a disclaimer that says: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the United State Fish and Wildlife Service".

Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the United State Fish and Wildlife Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the United State Fish and Wildlife Service nor does mention of trade names, commercial productions, services or organization imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

- a. Equipment must be used in the project for which the federal funds are derived.
- b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds \$5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.
- c. The SUBRECIPIENT must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.
- d. A physical inventory is required at least once every two years.
- e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the RECIPIENT is required.
- f. At the end of the award period, the SUBRECIPIENT is required to request from the RECIPIENT disposal instructions and is required to notify the RECIPIENT of the fair market value of the equipment and/or real property.

2. Insurance Coverage

The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from loss due to theft, fraud and/or undue physical damage. SUBRECIPIENT shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this AGREEMENT shall become the exclusive property of the RECIPIENT and may be copyrighted, patented or

otherwise restricted as provided by Florida or federal law. Neither the SUBRECIPIENT nor any individual employed under this AGREEMENT shall have any proprietary interest in such property.

- 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 RECIPIENT.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," SUBRECIPIENT shall immediately assign to the RECIPIENT all copyrights subsisting therein for the consideration set forth in the AGREEMENT and with no additional compensation.
- d. The foregoing shall not apply to any preexisting software, or other work of authorship used by SUBRECIPIENT to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by SUBRECIPIENT pursuant to a previous AGREEMENT with the RECIPIENT or by a purchase by the RECIPIENT under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

- a. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.
- b. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
- c. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.
- d. The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION.
- e. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign in/sign

out log and must explicitly state the method for valuation of the hours. The value must be reasonable.

- f. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.
- g. In-kind contributions must be provided by a third party during the period for which they are being claimed.
- h. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

- 1. The SUBRECIPIENT will follow the same policies and procedures it uses for procurements from other funding sources.
- 2. The SUBRECIPIENT must have documented procurement procedures.
- 3. The SUBRECIPIENT must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

- 1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from www.FreshFromFlorida.com. A Final Report is due November 23, 2016.
- 2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.
- 3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.

4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this AGREEMENT to ensure compliance with project activities and statutes, regulations and rules.
5. The RECIPIENT will give 48 hours of notice of any on site review.
6. The SUBRECIPIENT shall make available all personnel involved in the performance of work on this AGREEMENT.
7. Failure to correct substandard performance within thirty (30) days after written notice from the RECIPIENT shall result in suspension and/or termination of the AGREEMENT.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

- a. Upon reasonable notice, the RECIPIENT shall have access to the SUBRECIPIENT'S records during normal business hours.
- b. The SUBRECIPIENT shall maintain all records pertinent to the activities to be funded under this AGREEMENT for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the AGREEMENT have been completely resolved.

2. Public Access to Records

The SUBRECIPIENT shall comply with all applicable requirements of Chapter 119, Florida Statutes.

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the RECIPIENT 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 SUBRECIPIENT.
- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this AGREEMENT.

2. Termination

- a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:

- (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;
- (2) Fails, to timely fulfill its obligations under the AGREEMENT;
- (3) Improperly or illegally uses funds provided under this AGREEMENT; or
- (4) Submits reports that are incorrect in any material respect.

- b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

K. CLOSE OUT

1. Notwithstanding the termination or expiration of this AGREEMENT, the SUBRECIPIENT'S obligations to the RECIPIENT shall survive until all close out requirements are completed. Close out activities shall include but are not limited to: completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to RECIPIENT or its designee.

2. Post-close Out Adjustments

Any funds paid in excess of the amount to which the SUBRECIPIENT is entitled under the AGREEMENT must be refunded to the RECIPIENT within thirty (30) days after demand therefore by RECIPIENT.

L. AUDIT REQUIREMENTS

1. Audit Provisions

- a. If the SUBRECIPIENT is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.
- b. If the SUBRECIPIENT is a commercial organization (For-Profit), the organization will provide the RECIPIENT with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.
- c. Audit provisions are not required for a SUBRECIPIENT who is an individual.
- d. In the event that the SUBRECIPIENT expends \$750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.
- e. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.
- f. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

- a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards, including federal resources received from the RECIPIENT.

- b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

- a. If the SUBRECIPIENT has an audit conducted in relationship to any other federal regulation or statute, the RECIPIENT may determine upon review if the audit reports meet the needs of the RECIPIENT. If so, an additional audit will not be required.
- b. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.
- c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO) or RECIPIENT to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

Audits shall be performed annually to meet this requirement.

5. Sanctions

If the SUBRECIPIENT is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

- a. The SUBRECIPIENT shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR, 200.512.
- b. The SUBRECIPIENT shall prepare the financial statements in accordance with 2 CFR, 200.510.
- c. The SUBRECIPIENT shall promptly follow up and take corrective action on audit findings.
- d. The SUBRECIPIENT will provide the auditor with access to records, personnel, documentation and other information as needed by the auditor.

7. Audit Findings Follow-up

- a. At the completion of the audit, the SUBRECIPIENT must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.
- b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.
- c. If the SUBRECIPIENT does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- d. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT.
- e. Failure of the SUBRECIPIENT to comply with the above requirement will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 - Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the SUBRECIPIENT, its federal programs and the results of the audit.
- c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit requirements, the data was prepared in accordance with

2 CFR, 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete and the reporting package and form will be publicly available on the web.

- d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and data collection form described in Appendix X to 2 CFR, Part 200.
- e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <http://harvester.census.gov/fac/>.
- f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, 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 RECIPIENT.

M. GENERAL CONDITIONS

- 1. Nothing contained in the AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The SUBRECIPIENT will at all times remain an independent contractor with respect to the services to be performed under the AGREEMENT.
- 2. Any changes to the AGREEMENT require the written approval of each party's authorized official.
- 3. The RECIPIENT shall have the right of unilateral cancellation for refusal by the SUBRECIPIENT to allow public access to all documents, papers, letters or other material made or received by the SUBRECIPIENT in conjunction with the AGREEMENT, unless the records are confidential or exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- 4. The SUBRECIPIENT 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 SUBRECIPIENT, 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.

5. 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).
6. The SUBRECIPIENT is informed that the employment of unauthorized aliens by any SUBRECIPIENT is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the AGREEMENT.
7. The SUBRECIPIENT 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 SUBRECIPIENT, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.
8. This AGREEMENT is contingent upon the availability of funding from the federal agency. The AGREEMENT may be terminated if funding from the federal agency is reduced or terminated.
9. The SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for

debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

10. Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this AGREEMENT and applicable Federal, State or County guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, the SUBRECIPIENT must submit such subcontracts to the RECIPIENT for its review and approval.
11. The SUBRECIPIENT will, to the extent permitted by law, hold harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity may otherwise apply.
12. The SUBRECIPIENT will comply with section 20.055, Florida Statutes.

This AGREEMENT may be amended at any time provided that such amendments make specific reference to this AGREEMENT and are executed in writing and signed by a duly authorized representative of each party.

In the event that two or more documents combine to form this AGREEMENT, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the RECIPIENT shall be controlling.

This AGREEMENT shall be controlled by Florida law, contrary or conflict of law provisions notwithstanding.

In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, the 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 hereto.

Special Conditions: N/A

This AGREEMENT constitutes the entire AGREEMENT between the RECIPIENT and the SUBRECIPIENT for the use of the funds received under this AGREEMENT.

The Grant Manager for the RECIPIENT is Michael Jenkins and is located at FDACS, Forest Mgt., 3125 Conner Blvd., Tallahassee, Florida 32399-1650.

The Grant Manager for the SUBRECIPIENT 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.

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from United State Fish and Wildlife Service, federal financial assistance funding opportunity under FAIN # F15AP01099 and Catalog of Federal Domestic Assistance 15-615, Cooperative Endangered Species Conservation Fund.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE SUBRECIPIENT
AND CONSUMER SERVICES



Signature

Director of Administration

Title

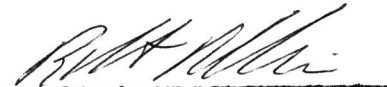
12-9-15

Date

Signature

Title Mayor

Date


**APPROVED AS TO TERMS
AND CONDITIONS.**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

ASSISTANT COUNTY ATTORNEY DATE

ATTACHMENT A: Work Plan

FY 2015-16 Scope of Work for Federal Funding Assistance Subrecipient Agreement between Palm Beach County Board of County Commissioners and FDACS

Partner Coordination	Performance
Task 1. Survey the known population of Four-petal Pawpaw at the Juno Dunes Natural Area and search for new populations.	Reflect effort, including "no effort", in FDACS Form 02018 Subrecipient Quarterly Performance Progress Report.
Task 2. Compile data based on specific leaf size, stem size, height, and branching characteristics, to distinguish six general classes of four-petal pawpaw plants from seedlings to senescing adults	Use of federal and matching funds to conduct work reflected and invoiced in FDACS Form 02019 Subrecipient Payment Request Form. Reflect in Final Report, using USFWS proposal/report format. Use of federal and matching funds to conduct work reflected and invoiced in FDACS Form 02019 Subrecipient Payment Request Form.

In summary, the Subrecipient will reflect work quarterly using FDACS Form 02018 and produce a Final Report in USFWS format at end of Term that reflects all work conducted. Payment schedule is determined by the Subrecipient, but not more than monthly and no less than once during the Term. The Subrecipient invoice is FDACS Form 02019, Subrecipient Payment Request Form. Form 02019 is due one week after final report submission.

Reporting Schedule	
October 1, 2015 - December 31, 2015	Quarterly Report Due December 31, 2015
January 1, 2016 - March 31, 2016	Quarterly Report Due March 31, 2016
April 1, 2016 - June 30, 2016	Quarterly Report Due June 30, 2016
July 1, 2016 - September 30, 2016	Quarterly Report Due September 30, 2016
October 1, 2015 - November 23, 2016	Final Report Due November 23, 2016
FY 2015-16 Budget Plan for Federal Funding Assistance Subrecipient Agreement between Palm Beach County Board of County Commissioners and FDACS	
<u>Federal funds administered by FDACS</u>	<u>Matching funds provided by The Contractor</u>
\$11,037	\$6,000

2016-

BGEX 380 010716-620
BGRV 380 010716-148

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
Fund 1226 Natural Areas Fund

ATTACHMENT 2


ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED / Expended	REMAINING BALANCE
<u>REVENUES</u>							
380-3162 Natural Areas Management 3139 Fed Grnt Other Phys Envir	8,703	8,703	11,037	0	19,740		
TOTAL RECEIPTS & BALANCES	11,659,219	11,659,219	11,037	0	11,670,256		
<u>EXPENDITURES</u>							
380-3162 Natural Areas Management 3401 Other Contractual Services *	5,038,581	5,038,581	11,037	0	5,049,618	4,787,639	261,979
TOTAL APPROPRIATIONS & EXPENDITURES	11,659,219	11,659,219	11,037	0	11,670,256		

Environmental Resources
Management

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

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



AT MEETING OF
February 9, 2016
Deputy Clerk to the
Board of County Commissioners