



Interoffice Memorandum

AGENDA ITEM

September 20, 2018

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

THRU: John Goodrich, Acting Director *J. Goodrich*
Health Services Department

FROM: Kelly Deutsch, Manager
Mosquito Control Division
Contact: (407) 254-9169

SUBJECT: Contractual Services Agreement between
Florida Department of Agriculture and Consumer Services,
Division of Administration, and Orange County
Consent Agenda – October 2, 2018

The Mosquito Control Division is requesting approval and execution of the annual Mosquito Control Agreement that we have had with the state for the past 24 years. Under this agreement, an amount not to exceed \$41,645.44 will be provided to Orange County to be used exclusively for an integrated program that provides mosquito control, surveillance, source reduction measures, public education, and equipment.

Based on prior experience, additional funds may become available from the state for this purpose which may result in amendments to this agreement. Therefore, in addition to approval of the agreement, we are requesting approval for the County Mayor or designee to sign future amendments to this agreement in order to receive additional funds.

These funds will be used for mosquito control operations for the period of October 1, 2018 through September 30, 2019.

ACTION REQUESTED: Approval and execution of Florida Department of Agriculture and Consumer Services Division of Administration State Financial Assistance Recipient Agreement FDACS Contract # 025521 by and between the Florida Department of Agriculture and Consumer Services and Orange County Arthropod Control in the estimated amount of \$41,645.44 for the period of October 1, 2018 through September 30, 2019 and approval for the Mayor or designee to sign future amendments to this agreement. No county match is required. **(Mosquito Control Division)**

Attachments

C: Linda Weinberg, Acting Deputy County Administrator

BCC Mtg. Date: October 2, 2018

025521



Florida Department of Agriculture and Consumer Services
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

ADAM H. PUTNAM
COMMISSIONER

This AGREEMENT, made and entered into this ____ day of _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and Orange County Arthropod Control, the RECIPIENT.

CONTRACT PERIOD: October 1, 2018 - September 30, 2019

SCOPE OF WORK: The RECIPIENT agrees to provide the following services:

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.

DELIVERABLES: The RECIPIENT must provide the following quantifiable, measureable and verifiable units of deliverables 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.

The RECIPIENT agrees to provide mosquito management/control services as specified in the above scope of work. The RECIPIENT must meet the below minimum levels of services:

- A. Submit two copies of the RECIPIENT'S operational work plan on form "Operational Work Plan for Mosquito Control" (FDACS-13666, Rev. 07/13) and detailed work plan on form "Detailed Work Plan Budget - Arthropod Control" (FDACS-13623, Rev. 07/13) shall be submitted to the DEPARTMENT no later than **July 15, 2019** as part of the application/re-application process for state aid for fiscal year 2018-2019. Any state or local funds budgeted for the control of mosquitoes in a previous fiscal year shall be estimated and re-budgeted for such control measures the following fiscal year on the RECIPIENT'S detailed work plan budget.
- B. Submit two copies of the RECIPIENT'S certified budget on the form "Annual Certified Budget for Arthropod Control" (FDACS-13617, Rev. 07/13) shall be submitted to the DEPARTMENT no later than **September 30, 2019**. 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 prior to over-expending funds in any account or expending funds in non-budgeted accounts.
- C. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report - State Funds" for State funds (FDACS-13650, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.
 - D. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT with date specified for all state funds that are expended and reported on the form "Mosquito Control Monthly Report - State Funds" for State Funds (FDACS-13650, Rev. 07/13).
 - E. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report - Local Funds" for Local Funds (FDACS-13663, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.
 - F. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT with date specified for required 25% matching local funds as detailed in Rule Chapter 5E-13.030, Florida Administrative Code that are expended and reported on the form "Mosquito Control Monthly Report - Local Funds" 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) no later than thirty days after the end of each month.
 - H. Submit a copy to the DEPARTMENT of each financial reporting package containing Non-state 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 of the State of Florida to be necessary.
 - I. Execution of this contract shall serve as RECIPIENT'S acknowledgment that it is subject to Section 215.97, Florida Statutes.
 - J. This Agreement shall be executed and returned to the DEPARTMENT no later than **October 1, 2018**.

Intellectual property is subject to the following 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 RECIPIENT 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," RECIPIENT 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 RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT 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 RECIPIENT as follows:

An amount not to exceed \$41,645.44 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines.

Failure to meet the minimum level of services of this agreement will result in a financial consequence. The CONTRACTOR shall perform all tasks within the time frame established in this agreement.

Failure to provide the following reports by the statutory deadlines as defined in the section titled DELIVERABLES of this contract will result in a 5% reduction of that quarters invoice.

- Mosquito Control Monthly Activity Report (FDACS-13652, Rev. 07/13)
- Mosquito Control Monthly Report - Local Funds (FDACS-13663, Rev. 07/13)
- Mosquito Control Monthly Report - State Funds (FDACS-13650, Rev. 07/13)

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

Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Transaction Fee: RECIPIENT 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 RECIPIENT 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 DEPARTMENT.

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 RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT 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 RECIPIENT 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 RECIPIENT 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 RECIPIENT.
- 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 RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT 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.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FRESHFROMFLORIDA.COM**

The RECIPIENT must:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by 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 for the duration of the contract terms and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 RECIPIENT. 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 RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3) (a) and (c), Florida Statutes, may not be renewed.

It is mutually understood and agreed:

- A. 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. Payments made under this contract are subject to the approval of the State Chief Financial Officer (Department of Financial Services).

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.

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, 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.

- A. In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of \$750,000 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. 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.

- B. Audits conducted pursuant to section 215.97, Florida Statutes, 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.
- C. Regardless of the amount of the state financial assistance, the provisions of section 215.97, Florida Statutes, 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.
- D. If the RECIPIENT expends less than \$750,000 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 \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of section 215.97, Florida Statutes, 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).
- E. Each state awarding agency shall:
 - (1) Provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of section 215.97, Florida Statutes.

- (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, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five 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, Florida Statutes, 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, Florida Statutes. 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, Florida Statutes. 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 Florida 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

- 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 Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- G. 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.
- H. 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.
- I. The RECIPIENT agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- J. The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.
- K. Any funds paid in excess of the amount to which the RECIPIENT is entitled under this Agreement 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, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.

The RECIPIENT 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 RECIPIENT 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 RECIPIENT 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 RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

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

The RECIPIENT will comply with section 20.055, Florida Statutes.

Any changes to the AGREEMENT require the written approval of each party's authorized official.

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.

Special Conditions: N/A

The Contract Manager for the DEPARTMENT is Misty White, Agriculture Environmental Services, 3125 Conner Boulevard, Suite E, Tallahassee, Florida 32399-1650, office number (850) 617-7911, email address Misty.White@FreshFromFlorida.com.

The Contract Manager for the RECIPIENT is Kelly Deutsch, Director, 2715 Conroy Road, Orlando, Florida 32839.

State resources awarded to the RECIPIENT pursuant to this agreement and are from Florida Department of Agriculture and Consumer Services, catalog of State Financial Assistance, Mosquito Control Research, 42.003, \$41,645.44.

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistance (title and number).

Signed by parties to this agreement:

FLORIDA DEPARTMENT OF AGRICULTURE RECIPIENT
AND CONSUMER SERVICES

J.B. H
Signature

Director of Administration
Title

8-27-18
Date

H. J. dalehand
Signature
County Administrator
Title

10-2-18
Date

