

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

**Meeting Date:** November 21, 2006    ☒ 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 approve:** Budget Amendment of \$87,500 in the Natural Areas Fund to recognize a \$87,500 grant award from the Florida Department of Agriculture and Consumer Services (FDACS) Division of Forestry and includes a local match of \$61,052 from Natural Areas Reserves to provide total funding of \$148,552 for the planting of trees along a portion of the C-18 canal through the Loxahatchee Slough Natural Area;

**Summary:** This budget amendment recognizes grant revenue of \$87,500 awarded from the FDACS 2005 Emergency Hurricane Supplemental Urban and Community Forestry Grant Program – Part 2. This grant will partially fund the planting of trees along a proposed multi-use trail along the C-18 canal through the County-owned Loxahatchee Slough Natural Area. The grant project completion date will be September 30, 2007. The twenty-five percent (25%) County match is **\$29,167**. The overmatch is **\$31,885**. The match and overmatch will be provided in the Natural Areas Fund. District 1 (SF)

**Background and Policy Issues:** During the 2004 hurricane season, Palm Beach County suffered the unfortunate fate of experiencing two devastating hurricanes. Hurricanes Frances and Jeanne caused considerable damage and hardship to almost every facet of life in the County. One of the most obvious impacts caused by the hurricanes was the immediate loss of our tree canopy. The primary purpose of this grant will be to partially fund the planting of trees along a proposed multi-use trail along the County-owned portion of the C-18 canal, through the County's Loxahatchee Slough Natural Area. This proposed trail is part of a larger system of proposed trails and greenways connecting the numerous north County natural areas.

The grant application was ratified at the February 7, 2006 BCC meeting (R2006-0240) and authorization was provided to administratively sign the agreement. The application was for \$175,000 with an award of \$87,500 on May 4, 2006. The budget was not carried forward from FY2006 due to the reduced award.

**Attachments:**

1. Budget Amendment (1226)
2. Grant Agreement

**Recommended by:**

*Richard E. Udehly*  
Department Director

10/23/06  
Date

**Approved by:**

  
County Administrator

11/2/06  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$148,552</u>	_____	_____	_____	_____
External Revenues	<u>(\$87,500)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$61,052</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? (Match) Yes \_\_\_\_\_ No X  
Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

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

FDACS Grant	\$87,500	75% Match Budget Amendment
Natural Areas Fund	29,167	25% Match Natural Areas Management
Natural Areas Fund	31,885	Overmatch-Natural Areas Management

### C. Department Fiscal Review:

## III. REVIEW COMMENTS

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

*10/13/06*  
*[Signature]* 11-1-06  
OFMB

*[Signature]* 11/1/06  
Contract Administrator

### B. Legal Sufficiency:

*10-27-06*  
*[Signature]*  
Assistant County Attorney

### C. Other Department Review:

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

2007 - 015

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET \_\_\_\_\_ Amendment \_\_\_\_\_

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- ☐ File
- ☐ Finance
- ☐ Minutes
- ☐ Budget

**FUND 1226 Natural Areas Fund**

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED 10/10/2006	REMAINING BALANCE
<b>REVENUE</b>								
<u>Emergency Hurricane Forestry Grant</u>								
380-3251-3138	Federal Grant -Phys Environment	0	0	87,500	0	87,500	0	87,500
<b>TOTAL RECEIPTS &amp; BALANCES</b>		<b>8,343,014</b>	<b>14,351,574</b>	<b>87,500</b>	<b>0</b>	<b>14,439,074</b>		
<b>APPROPRIATIONS</b>								
<u>Emergency Hurricane Forestry Grant</u>								
380-3251-3401	Contracted Services	0	0	148,552	0	148,552	0	148,552
Natural Areas Reserves								
380-3195-9909	Reserves	8,515,977	2,851,977		61,052	2,790,925	0	954,925
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		<b>8,343,014</b>	<b>14,351,574</b>	<b>148,552</b>	<b>61,052</b>	<b>14,439,074</b>		

Environmental Resources Management  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

## Signatures

Date \_\_\_\_\_

By Board of County Commissioners  
at meeting of 11/21/2006

Deputy Clerk to the  
Board of County Commissioners

# ALIT#

Attachment 2

URBAN AND COMMUNITY FORESTRY (U&CF)  
GRANT MEMORANDUM OF AGREEMENT

FDACS CONTRACT #

011131

Planting - C18 to box.

This agreement, made and entered into this the 4<sup>th</sup> day of May, 2006 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, hereinafter called the "Department" and the Palm Beach County Board of County Commissioners, hereinafter called the Entity (Subrecipient).

WITNESSETH

WHEREAS, the Department desires to increase the application of the principles of urban and community forestry by awarding funds to the Entity (Subrecipient) for the specific project set forth in grant application Number 05H2-35, included herein as Exhibit A and by reference made a part hereof:

WHEREAS, the Catalog of Federal Domestic Assistance (CFDA) number is 10.664;

WHEREAS, the Department and the Entity (Subrecipient) are of the opinion that the citizens of the state would benefit from the implementation of urban and community forestry projects that improve our communities through the proper care of trees and related plant materials;

WHEREAS, the Entity (Subrecipient) by Resolution No. R-2006-0240, dated February 7, 2006, has indicated its support of the grant application and authorized its officers to execute this Agreement on its behalf; agree as follows:

- A. Failure by the Entity (Subrecipient) to sign and return this agreement, within 60 days upon receipt of the agreement, shall constitute forfeiture of the award.
- B. The contract is valid upon execution through September 30, 2007.
- C. The Entity (Subrecipient) has estimated the project cost to be \$116,667 as shown on the grant application budget sheet attached as Exhibit B. The Department agrees to reimburse to the Entity (Subrecipient) the total sum of \$87,500 or seventy five percent (75%) of the final approved project costs, whichever is less (the "Grant Amount"). The Grant Amount is limited to only those items which are directly related to this project as described in Exhibits "A" and "B". Project costs for which the applicant has already received reimbursement from any other source are not eligible for funding under this grant.
- D. The Entity (Subrecipient) agrees to maintain plant materials established as a part of the project for a period of three years and enter into an agreement which designates and sets forth the duties and responsibilities of the parties in maintaining the project.
- E. The project to be performed by the Entity (Subrecipient) shall be subject to periodic inspections by the Department. The Entity (Subrecipient) shall not change or deviate from the project without written approval by the Department.
- F. The Entity (Subrecipient) agrees to submit to the Department an interim report on project accomplishments **quarterly** (December 31, March 31, June 30 and September 30). Failure to submit a required report or submission of an unsatisfactory report is sufficient grounds for termination of this agreement.

- G. Reimbursements can be made on a quarterly basis, if requested. **No advance payments will be provided.** Applicants must submit a completed reimbursement summary sheet to the Department with sufficient attachments to verify the claims made. These may include invoices, receipts, canceled checks, payroll log sheets, etc. No more than 75 percent of the grant amount will be paid to the Entity (Subrecipient) prior to the submission of a completed Certification of Acceptance endorsed by the Department.

The final payment shall be made once the following documents are received:

- (1) Certification of Acceptance endorsed by a Division of Forestry official.
- (2) Final Reimbursement Summary Sheet with attached backup documentation.
- (3) Brief narrative summarizing project accomplishment.
- (4) News release to be submitted to a local publication crediting the U.S. Forest Service for providing funding.
- (5) Letter of appreciation to the local congressional representative.

For installed plant materials, a sixty (60) day grow-in-period will be required after project completion. Certification of Acceptance by the Department may be requested sixty (60) days after project completion.

- H. The Entity (Subrecipient) must submit the final claim for reimbursement to the Department on or before November 30, 2007.
- I. The Entity (Subrecipient) acknowledges and agrees that public use of all reports or other printed material, videos, audio recordings, films and photographs produced as part of this project shall not be restricted under the copyright laws of the United States of America. All products (brochures, signs, videos, etc.) funded by the Urban and Community Forestry Grant must display a statement that the material has been prepared using Urban and Community Forestry grant funds received through the U.S. Forest Service.

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 was 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)488-2020 or Purchasing Office at (850) 488-7552. Invoices returned to an Entity (Subrecipient) 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.

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Bills for travel expenses specifically authorized by this Agreement shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes. All approved travel expenditures must be submitted on a State travel form (see Attachment F).

Purchases of \$2,500 to \$25,000 shall be carried out documenting two or more written quotations or written record of telephone quotations or informal bids to be opened upon receipt, whenever practical. Competitive sealed bidding is required for all purchases exceeding \$25,000. Justification must be provided for a sole source award or for an award to a vendor other than the vendor submitting the lowest bid or quote.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Entities (Subrecipients) who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-7269 or by calling the Department of Financial Services' Hotline, 1-850-410-9724.


This Agreement may be terminated under any one of the following conditions:

- A. The Department of Agriculture and Consumer Services shall have the right of unilateral cancellation for refusal by the Entity (Subrecipient) 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.
- B. By the Department, if the Entity (Subrecipient) fails to perform its duties under this Agreement, following thirty (30) calendar days written notice by the Department.
- C. By either party following sixty (60) calendar days written notice.
- D. By both parties following the complete execution by both parties of an agreement to terminate this Agreement.

In the event this Agreement is terminated before the Department has paid the Entity (Subrecipient) the entire Grant Amount, then the Department agrees to pay the Entity (Subrecipient) the entire Grant amount, if the project has been completed. If the project has not been completed, the Department shall pay to the Entity (Subrecipient) a percentage of the Grant amount equal to the percentage of the project's completion.

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 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. Renewal costs may not be charged by the Entity (Subrecipient).

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 H 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 conducted for such fiscal year in accordance with Section 215.97, F.S., 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 2 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 agencies. 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 retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the department of Agriculture and Consumer Services or its designee, access to such records upon request.
- (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the non-state entities financial reports, management letter, auditee's written responses or corrective action plan, correspondence on the 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, FL 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, FL 32399-1450

- G. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapter 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 of Agriculture and Consumer Services, 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.

The following provisions of A through H are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 2 to this agreement indicates Federal resources awarded through this 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 this 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 the non-federal resources (i.e., the cost of such an audit must be paid from the 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 of Agriculture and Consumer Services 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 of Agriculture and Consumer Services 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 of Agriculture and Consumer Services 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 of Agriculture and Consumer Services, 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.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, 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) 487-1471 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, 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 this Agency 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, St. Petersburg, Florida 33716, telephone number (727) 572-1987. 10

The Entity (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 an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement 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 an agreement 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 Entity (Subrecipient) is informed that the employment of unauthorized aliens by ant Entity (Subrecipient) is considered a violation of Section 274A(e) of the Immigration and Nationalization Act. If the Entity (Subrecipient) knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

The Entity (Subrecipient) is informed that an entity or affiliate who has been placed in 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 accordance with Florida Statute 768.28, the Entity (Subrecipient) Covenants and agrees that it shall indemnify and hold harmless the Department and all of the Department's officers, agents and employees from any claim, action, neglect or omission by the Entity (Subrecipient) during the performance of the Agreements, whether direct or indirect, and whether any person or property to which the Department or said parties may be subject, except that neither the Entity (Subrecipient) nor any of its sub-contractors shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department or any of its officers, agents or employees.

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 of Agriculture and Consumer Services Contract shall be controlling.

All contracts entered into by the Department of Agriculture and Consumer Services 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.

As applicable under Florida Statute 768.28, each party will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of such party or any of its officers, agents or employees.

All notices, demands, requests or other instruments to the Department shall be addressed to:

//

Mr. Charlie Marcus  
Forest Management Bureau  
3125 Conner Boulevard, Suite R-8  
Tallahassee, Florida 32399-1650

All notices, demands, requests or other instruments to the Entity (Subrecipient) shall be addressed to:

Mr. Matthew King  
Palm Beach County Board of County Commissioners  
3323 Belvedere Road, Building 502  
West Palm Beach, Florida 33406

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES**

Signature

Title

Date

**CONTRACTOR**

Signature

Title

Date

FEID Number of Social Security Number

## EXHIBIT - 2

### FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –  
U.S. Department of Agriculture/U.S. Forest Service, CFDA #10.664 Cooperative Forestry Assistance  
\$ 87,500.00 (amount)

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

*NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

*Federal Program:*

*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

### STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

#### MATCHING RESOURCES FOR FEDERAL PROGRAMS:

*NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.*

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –  
\$ (amount)

#### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

*NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.*

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

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

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

*NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.*

## ATTACHMENT G

Page \_\_\_\_\_

**REIMBURSEMENT SUMMARY SHEET**  
**URBAN AND COMMUNITY FORESTRY GRANT PROGRAM**

[illegible]**Remit payment to:**

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**Note: Two or more written quotes, or a written record of telephone quotes, must be obtained (and documented) for all individual purchases/expenditures over \$2,500 and less than \$25,000. Should verbal quotes be received, name and address of company and dollar amount quoted shall be documented in writing. Sealed bids are required for all purchases over \$25,000.**

AUTHORIZED SIGNATURE: \_\_\_\_\_  
Grantee

Date \_\_\_\_\_

15

URBAN AND COMMUNITY FORESTRY GRANT  
MAINTENANCE MEMORANDUM OF AGREEMENT

This agreement, made and entered into this the 4th day of May, 2006, by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, hereinafter called the Department and the Palm Beach County Board of County Commissioners, hereinafter called the Entity (Subrecipient).

WITNESSETH

WHEREAS, the Department desires to increase the general level of knowledge of the principles of urban and community forestry by awarding funds to the Entity (Subrecipient) for the establishment of a demonstration tree planting project as outlined in the Urban and Community Forestry grant application Number 05H2-35 and Grant Memorandum of Agreement (the Grant Agreement) attached hereto as Exhibit "1" and by reference made a part hereof;

WHEREAS, the Entity (Subrecipient) agreed in the Grant Agreement to maintain the project as described in the Grant Application;

WHEREAS, the Entity (Subrecipient) by Resolution desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, herein and in Exhibit "1", the Grant Memorandum of Agreement, the parties covenant and agree as follows:

- A. The Entity (Subrecipient) shall maintain the project in a responsible manner and with due care in accordance with the below listed Project Standards for the property at the following location:

5.4 miles of the C-18 Canal that runs through the Loxahatchee Slough Natural area.

Specifically, the Entity (Subrecipient) accepts the below listed responsibilities and duties:

- (1) All planting stock or replacement must be Florida Grade #1 or better.
- (2) Proper watering and proper fertilization of all trees/plants.
- (3) Keeping trees/plants as free as practicable from disease and harmful insects;
- (4) Proper mulching of trees and/or planting beds;
- (5) Keeping the premises free of weeds;
- (6) Mowing and/or cutting grasses to the proper length;
- (7) Proper pruning of all trees which includes; removing dead or disease parts of trees or (ii) pruning such parts thereof which present a hazard;
- (8) Removing and replacing dead or diseased trees/plants in their entirety, or removing and replacing those that fall below original Project Standards. 16
- (9) Following the Planting and Maintenance Guidelines as included herein as Exhibit A.

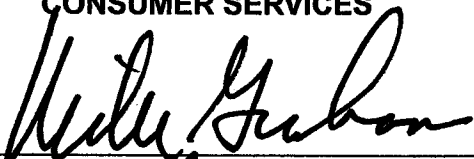


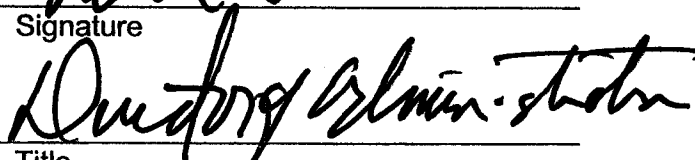
The Entity (Subrecipient) agrees to repair, or remove and replace at its own expense all or part of the project that falls below Project Standards. In the event any part or parts of the project, including all plants, must be removed and replaced for whatever reason, then they shall be replaced with the same grade, size and specification as provided in the original plans for the project. Furthermore, the Entity (Subrecipient) shall keep litter removed from the project area. The above named functions to be performed by the Entity (Subrecipient) shall be subject to periodic inspections by the Department. It is the intent of the parties that the Entity (Subrecipient) shall be the owner of the planting and other installations included and stipulated in the grant application comprising the project.

- B. The terms of this Agreement commence on the date of Certification of Acceptance and continue for a period of three (3) years.
- C. In the event this Agreement is terminated in accordance with the provisions provided in Exhibit 1, then the Entity (Subrecipient) shall refund to the Department a pro-rated portion of the grant award based upon the following schedule:
- (1) If this agreement is terminated within one year of this agreement, 75 percent of the grant award;
  - (2) If this agreement is terminated during the second year of this agreement, 50 percent of the grant award;
  - (3) If this agreement is terminated during the third year of this agreement, 25 percent of the grant award.
- D. This Agreement, together with the Urban and Community Forestry Grant Memorandum of Agreement, embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not superseded hereby.

Signed by parties to this agreement:

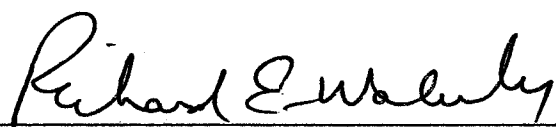
**DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES**

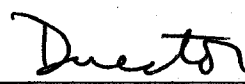
  
Signature

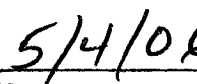
  
Title

  
Date

**CONTRACTOR**

  
Signature

  
Title

  
Date

17  
FEID Number of Social Security Number

## EXHIBIT A

### PLANTING AND MAINTENANCE GUIDELINES

#### A. Planting

Site factors which influence long-term survivability should be considered: overhead and underground utilities, sidewalks, sign conflicts, traffic visibility, light poles, right-of-way or site improvements, size of planting space/site, etc.

All planting stock or replacement stock must be Florida Grade #1 or better.

All synthetic or non-biodegradable material such as nylon rope, synthetic wrap, treated burlap, etc. must be removed from the root ball before planting. All biodegradable material should be removed from the upper 1/3 of the root ball. Precautions should be taken to eliminate any material from extending above the soil surface where it can act as a wick and dry the surrounding soil.

If trees are planted with wire baskets around the root ball, it is recommended that the top two tiers of wire be cut and removed after the root ball is set in the planting hole.

The planting hole should be at least 3-5 times the diameter of the root ball (where possible) and the same depth as the root ball.

Position the tree or palm in the center of the planting hole with the top of the root ball even with the surrounding soil surface.

Backfill with soil from the planting site, if it is not contaminated. All large rocks should be removed. When the hole is half full, slowly water to saturate the soil and remove air pockets, then continue to fill the hole with soil. It is not recommended that large amounts of organic matter be incorporated into the backfill. Rake the soil evenly around the entire planting area.

Water thoroughly to remove air pockets, secure the soil around the roots, and provide nourishment.

#### B. Mulching

Mulch an area at least three times the diameter of the root ball to a depth of 2-4" with wood chips, bark mulch, shredded mulch, leaves or pine needles. Keep the mulch several inches away from the tree or palm trunk.

Replenish mulch as it decomposes maintaining a 2-4" layer over the life of the project.

#### C. Staking

Stake only if necessary; for example, if the tree or palm will not stand on its own due to potential vandalism or strong winds.

Use flexible materials such as strapping or commercially available ties that give as the tree diameter increases and as the tree moves. Biodegradable material is recommended.

Do not use wire even if the wire is inside rubber hosing.

Stakes and ties should remain on the trees no longer than one year to avoid girdling.

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#### **D. Pruning**

At the time of planting, only dead, damaged, rubbing or cross braches or fronds should be removed.

Remove sucker sprouts from the base of the tree after planting.

Corrective/structural pruning can begin approximately one year after planting. Do not remove more than 1/3 of the live crown during one growing season.

#### **E. Watering**

Establish a regular watering schedule and follow it. Slow deep watering is recommended.

Additional water may be needed during hot or dry periods.

As tree or palm growth progresses, be sure to water outward (away from the trunk) to the surrounding soil area. This will promote the outward growth and spread of roots.

Various species of trees or palms and/or soil types may require varied degrees of watering. Soil moisture and tree health should be monitored and irrigation adjusted accordingly. Non-irrigated sites need to be monitored more closely.

#### **F. Fertilizing**

Begin a fertilization program within the first year of planting. Broadcast fertilizing or fertilizer plugs/stakes are recommended.

Fertilize lightly after the first year using a balanced fertilizer (rates should be based on the size of the tree or palm and any special nutrient requirements).

If micronutrient deficiencies are suspected, have a soil test completed and supplement the fertilization program accordingly.

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

Agenda Item #: 71-2

Meeting Date: February 7, 2006 (X) Consent ( ) Regular  
( ) Workshop ( ) Public Hearing

Department

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

*Copies:*

**EXECUTIVE BRIEF**

Motion and Title: Staff recommends motion to:

A) ratify the Commission Chairman's signature on a grant application requesting \$175,000 from the Florida Department of Agriculture and Consumer Services (FDACS) Division of Forestry to reimburse the County for the planting of trees along a portion of the C-18 canal through the Loxahatchee Slough Natural Area;

B) approve the forms of Grant Memorandum of Agreement and Maintenance Memorandum of Agreement;

C) approve a Budget Amendment for \$175,000 in the Natural Areas Fund, upon grant award; and,

D) authorize the County Administrator or his designee to sign the completed grant application, project agreement, all future time extensions, task assignments, certifications and other forms associated with the project agreement, and necessary minor agreements that do not change the scope of work or terms and conditions of the agreement if the grant is approved.

Summary: This agenda item authorizes the Department of Environmental Resources Management (ERM) to submit a grant application for the FDACS 2005 Emergency Hurricane Supplemental Urban and Community Forestry Grant Program - Part 2. If awarded, this grant will partially fund the planting of trees along a proposed multi-use trail along the C-18 canal through the County-owned Loxahatchee Slough Natural Area. The grant project completion date will be September 30, 2007. No grant-funded positions are being created. The twenty-five percent (25%) County match is \$58,333. The overmatch is \$2,719. The match and the overmatch will be provided in the Natural Areas Fund. District 1 (SF)  
(continued on Page 3.)

**Attachments:**

1. 2005 Emergency Hurricane Supplemental Urban and Community Forestry Grant Program Application Package, including Grant Memorandum of Agreement (Attachment H) and Maintenance Memorandum of Agreement (Attachment I)
2. Budget Amendment (1226)

Recommended by:

Richard E. Winkley  
Department Director

1/18/06  
Date

Approved by:

[Signature]  
County Administrator

1/18/06  
Date

### II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2005	2006	2007	2008	2009
Capital Expenditures					
Operating Costs	\$236,052				
External Revenues	(\$175,000)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$61,052				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? (Match) Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

FDACS Grant \$175,000 75% Match DATA ATTACHED PAGE 15  
 Natural Areas Fund \$58,333 25% Match (12601 5801 3101 3401)  
 Natural Areas Fund \$2,719 Overmatch

#### C. Department Fiscal Review:

### III. REVIEW COMMENTS

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

Erin L. Brown OFMB  
Don J. Hensley Contract Administrator  
 1/29/06

#### B. Legal Sufficiency:

Thomas Fox  
 Assistant County Attorney

#### C. Other Department Review:

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



**INTEROFFICE MEMORANDUM**  
**Palm Beach County**  
**Environmental Resources Management**

**DATE:** February 17, 2006

**TO:** Robert Weisman  
County Administrator

**FROM:** Richard E. Walesky, Director *mw*  
Environmental Resources Management

**SUBJECT:** REQUEST FOR DELEGATION OF APPROVAL AUTHORITY

On February 7, 2006, the County Commission ratified the Commission Chairman's signature on a grant application (R-2006-0240) requesting \$175,000 from the Florida Department of Agriculture and Consumer Services (FDACS), Division of Forestry to reimburse the County for the planting of trees along a portion of the C-18 canal through the Loxahatchee Slough Natural Area. A copy of the agenda item summary is attached for your reference. Included with the Board's approval was authorization for you, or your designee, to sign the completed grant application, project agreement, all future time extensions, task assignments, certifications and other forms associated with the project agreement, and necessary minor amendments that do not change the scope of work or terms and conditions of the Agreement if the grant is approved.

This memorandum is my formal request for designation of me or Deputy Director Rob Robbins to sign such documents mentioned above which may be required to continue timely and efficient management of this Agreement. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

**APPROVED:** *Robert Weisman* **DATE:** 2/23/06  
Robert Weisman, County Administrator

REW:vrb  
Attachment

23

006 - 402

File
Finance
Minutes
Budget

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET Amendment

Page 1 of 1 Pages  
BGRV - 380-010908-  
BGEX - 380-010908-8

TOTAL P. 05

FUND 1226 Natural Areas Fund

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	EXPENDED / ADJUSTED BUDGET 1/5/2006	REMAIN BALANCE
REVENUE							
<u>Emergency Hurricane Forestry Grant</u> 80-3251-3403	State Grant -Phys Environment	0	0	175,000	0	175,000	0 175,00
TOTAL RECEIPTS & BALANCES		8,343,014	11,833,451	175,000	0	12,008,451	
APPROPRIATIONS							
<u>Emergency Hurricane Forestry Grant</u> 180-3401	Contracted Services	0	0	236,052	0	236,052	0 236,05
<u>Natural Areas Management</u> 180-3162-4901	Other Current Charges	267,425	267,425		61,052	206,373	0 206,37
TOTAL APPROPRIATIONS & EXPENDITURES		8,343,014	11,833,451	236,052	61,052	12,008,451	

Environmental Resources Management  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures

Date

*[Signature]*  
12/01/06

*[Signature]*  
12/01/06

By Board of County Commissioners  
at meeting of 2/07/2008  
Deputy Clerk to the  
Board of County Commissioners

BID NUMBER: RFP/DF-05/06-62

OPENING DATE: DECEMBER 30, 2005 @ 2:00 P.M.

### ATTACHMENT C

#### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

##### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

##### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

##### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;



BID NUMBER: RFP/DF-05/06-62

OPENING DATE: DECEMBER 30, 2005 @ 2:00 P.M.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

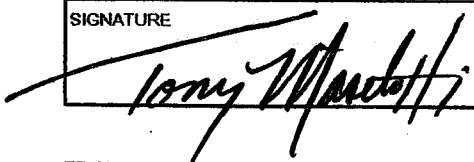
B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


Check ☐ if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT		PR/AWARD NUMBER AND / OR PROJECT NAME	
Palm Beach County Dept. Of Environmental Resources Management		Loxahatchee Slough Natural Area Multi-purpose Trail Tree Planting	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Tony Masilotti, Chairman, Board of County Commissioners			
SIGNATURE		DATE	
		12/28/05	

ED 80-0013

12/98

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY   
County Attorney

25

## EXHIBIT A

BID NUMBER: RFP/DF-05/06-62

OPENING DATE: DECEMBER 30, 2005 @ 2:00 P.M.

**ATTACHMENT D**  
**2005 EMERGENCY HURRICANE SUPPLEMENTAL**  
**URBAN AND COMMUNITY FORESTRY GRANT PROPOSAL FORM**

**GENERAL INSTRUCTIONS:** Please complete all items pertaining to the Category Grant for which you are applying. The proposal packet must not exceed thirty (30) one sided pages, including attachments. All attachments must be 8 1/2" X 11", except any attached sketches, plans and maps which must be no larger than 2' X 3' and folded into 8 1/2" X 11". **Six (6) copies (one copy with original signatures and (5) five copies) of the proposal packet including the proposal form, the project description and all attachments must be received no later than 2:00 p.m., December 30, 2005 at:**

Department of Agriculture and Consumer Services  
Purchasing Office - **U&CF - 2005 HURRICANE SUPPLEMENTAL PROPOSAL - PART 2**  
Mayo Building - Room SB-8  
Tallahassee, FL 32399-0800  
Telephone (850) 488-7552

If you have any questions, please see **ATTACHMENT J**, "Division of Forestry District/Center Contacts"

**PROPOSER INFORMATION** (Please Print or Type)

Project Title: Loxahatchee Slough Natural Area Multi-purpose Trail Tree Planting

Proposer Name: Palm Beach County Dept. of Environmental Resources Management

Name and Title of Contact Person: Matthew King, Environmental Program Supervisor

Address: 3323 Belvedere Road, Bldg. 502, West Palm Beach, FL

Zip: 33406 Phone: (561) 233-2400

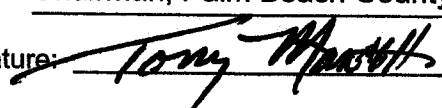
Is your organization a Nonprofit corporation pursuant to Chapter 617, Florida Statutes?  
Yes \_\_\_\_\_ No x

FEID Number 59-6000785

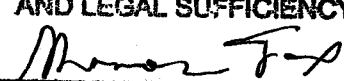
As the duly authorized representative of the Proposer named above, I hereby certify that all parts of the proposal and required grant information have been read and understood and that all information submitted herein is true and correct.

Authorized Executive Officer: Tony Masilotti

Title: Chairman, Palm Beach County Board of County Commissioners

Signature:  Date: 12/28/05

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY   
County Attorney

## **ATTACHMENT D - CONTINUED**

### **2005 EMERGENCY HURRICANE SUPPLEMENTAL URBAN AND COMMUNITY FORESTRY GRANT PROGRAM – PART 2**

#### **LOXAHATCHEE SLOUGH NATURAL AREA TREE PLANTING**

Palm Beach County Department of Environmental Resources Management (ERM) is requesting a \$175,000 grant from the Emergency Hurricane Supplemental Urban and Community Forestry Grant Program. This grant, along with matching funds, will be used to plant native trees and shrubs along a proposed five mile multi-use trail.

The proposed trail is located along the east side of a South Florida Water Management District (SFWMD) C-18 canal. The property is owned by Palm Beach County and the SFWMD has an easement along the canal. The C-18 canal runs through the County-owned 12,000-acre Loxahatchee Slough Natural Area (Attachment F). The trail will be a connection between the Jupiter Farms and Palm Beach Country Estates neighborhoods, along with other north County natural areas to the north of Loxahatchee Slough to other neighborhoods and natural areas to the South of the Slough (see Attachment G). The planting of these trees will be used to supplement vegetation damaged by the 2004 hurricanes not only in Loxahatchee Slough, but countywide.

#### **DEMONSTRATED NEED:**

Geographically, Palm Beach County is the largest County in the State of Florida and has the third highest population with an estimated 2005 population of 1,270,600. On September 5, 2004, Hurricane Frances made landfall as a category two storm on the South end of Hutchinson Island in Martin County, Florida. Hurricane force winds extended south, blanketing all of Palm Beach County. This slow moving hurricane caused considerable damage, especially to the ever important urban tree canopy. The extent of tree canopy damage caused by Hurricane Frances was self evident. Almost every day the local newspaper reported (Attachment H) on the loss of our trees, whether at the local botanical garden, down to the loss suffered by the individual property owner. These downed trees contributed in large part to the loss in electricity in over 90% of the County.

With the residents of Palm Beach County still rebuilding from the damage caused by Frances, Hurricane Jeanne struck the East coast almost three weeks later. On September 25, 2005, Hurricane Jeanne made landfall as a category three storm at almost the exact same location as Frances. Also like Frances, this faster moving, but more powerful storm extended its hurricane force winds south into Palm Beach County causing extensive tree canopy damage. Staff estimated that approximately 1,000 – 1,250 trees in Loxahatchee Slough were felled across the natural area's management roads during the 2004 hurricanes (see Attachment I)

#### **WELL DEFINED GOALS & OBJECTIVES:**

Palm Beach County ERM has a well known natural area acquisition and management program. To date, the County owns and manages approximately 30,000 acres of natural areas (see Attachment J). A testament to the County's willingness in managing these natural areas, ERM spends approximately \$40,000/week just in invasive non-native vegetation removal alone. In addition, ERM is involved in several large scale restoration and enhancement projects in many of its natural areas. In conjunction with this program, ERM is also actively involved in greenway and corridors creation. The "Ocean to Lakes Trail" is an excellent example of the progress toward creating greenways and trails that link the numerous natural areas in the County.

In addition, Palm Beach County ERM has a well funded and organized Urban Forestry Program. In 1997, when the State of Florida cut its County Urban Forester program, Palm Beach County decided to continue the program by hiring and, in cooperation with participating municipalities, entirely funding the existing Urban Forester. In 2001, the County took on the responsibility for funding the position, but at the same time allowing the Urban Forester to work with and assist local municipalities and citizens with their needs.

The trees planted in the area will all be Florida Grade #1 and will be planted according to the guidelines specified by the University of Florida Institute of Food & Agricultural Sciences. In addition, since the main purposes of this planting will be to provide shade for the multi-purpose trail, the trees will be pruned to encourage a dominant leader according to American National Standards Institute A-300 pruning practices. The long-term maintenance of the vegetation will be funded under \$250 million in bond funds approved by voters in 1991 & 1999 for the acquisition and management of environmentally sensitive natural areas.

The project manager for the County will be the County's Urban Forester, Matthew King, who is an ISA Certified Arborist.

**TECHNICAL CORRECTNESS:**

The tree species listed in the budget are native to Florida. An irrigation system will not be installed; however, ERM is in the process of purchasing a 2000 gallon watering truck that will be used for this plant installation. Water for the installation can be drawn from the C-18 canal. The plants will be watered until established.

**COST EFFECTIVENESS:**

Vendors for this project will be selected from a bid process following State-approved guidelines. Matching funds will come from the bond funds as described above.

ERM has an active volunteer program and volunteers will be used when feasible for planting of the shrubs and groundcover.

**TREE CITY USA CERTIFICATION:**

Palm Beach County has been certified as a Tree City USA since 1992 and has last earned a Tree City USA Growth Award in 2001.

**OTHER SUPPORTING INFORMATION:**

Landscape Plan Example – Attachment K

Proposed Trail Cross-Section – Attachment L

Site Photos – Attachment M

Paths of Hurricanes Frances & Jeanne - Attachment N

Draft Palm Beach County Board of County Commissioners Agenda Item & Minutes Authorizing Grant Application – Attachment O

Please note that there is no Attachment A

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# EXHIBIT B

BID NUMBER: RFP/DF-05/06-62

OPENING DATE: DECEMBER 30, 2005 @ 2:00 P.M.

## ATTACHMENT E BUDGET

Activity: Tree Planting

Specific Description: Loxahatchee Slough Natural Area Multi-purpose Trail Tree Planting

### SUMMARY OF COSTS

(A 75/25 match on behalf of the proposer is required).

	Requested Grant \$ I	Local Match \$ II
Contractual costs		
Personnel costs		\$4,052
Travel costs		
Equipment costs		\$10,000
Supplies costs		
Operating costs		
Tree costs	\$175,000 87,500	\$42,000 29,167
Overhead costs		\$5,000
Total Requested Grant (I)	\$ 175,000.00 87,500	
Total Matching Costs (II)	\$	\$ 61,052.00 29,167
Total Program Costs (III)	\$ 236,052.00 116,667	

100%

Add columns I and II for total III (100%)

75

74.1% Grant request

25

25.9% Local match

**A budget, detailing all costs identified above must be attached.**

### PROJECT LOCATION INFORMATION (Please Print or Type) (Complete where applicable)

County Palm Beach

Describe the Specific Location of the Project: 5.4 miles of the C-18 Canal that runs through the Loxahatchee Slough Natural Area

Who has Responsibility for Overseeing Project Implementation (name and title)?  
Matthew King, Environmental Program Supervisor

Who has Maintenance Responsibility for the Project after Completion?  
Palm Beach County

Is the Land Ownership Public or Private?: Public

Name of Landowner: N/A

Project Title: Loxahatchee Slough Natural Area Multi-purpose Trail Tree Planting

Applicant Name: Palm Beach County Dept. of Environmental Resources Management

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