

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 20, 2010

☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing

Department: Parks and Recreation
Submitted By: Parks and Recreation Department
Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) receive and file** a fully executed State of Florida, Department of Agriculture and Consumer Services, Urban and Community Forestry Grant Memorandum of Agreement for John Stretch Memorial Park; and **B) approve** Budget Amendment of \$18,510 within the Park Improvement Fund to establish budget for the approved grant.

Summary: On March 23, 2010, the Board authorized submission of a 2009-2011 Forest Health Improvement Initiative grant application (R2010-0410) for a tree planting project at John Stretch Memorial Park in order to create additional tree canopy in the park and to enhance the park's landscape buffer along US Highway 27. The Board also authorized the County Administrator or his designee to execute the funding Agreement and other grant forms related to this project if the grant was approved. This grant was approved by the Florida Division of Forestry, and the Grant Memorandum of Agreement (FDACS Contract #015941) has been fully executed and is now being submitted to the Board to receive and file. The grant money is being made available as part of a Federal Stimulus Grant Program and does not require matching funds. The grant contract period is from June 4, 2010, through July 31, 2011. The County is required to maintain plant materials established as part of this project for a period of three years. District 6 (AH)

Background and Justification: A total of \$1.4 million was made available to potential grant recipients in the State of Florida through the United States Forest Service from the American Recovery and Reinvestment Act passed by the US Congress in February of 2009. Investments in reforestation will stimulate increased economic activity in the nursery, landscaping, and transportation sectors of the economy.

John Stretch Memorial Park is located in western Palm Beach County along the southern shore of Lake Okeechobee and was decimated by hurricanes during 2004 and 2005, resulting in the loss of much of its tree canopy. John Stretch Memorial Park is a heavily used District Park that features a playground, basketball court, cricket field, freshwater lake, group picnic shelter, family picnic shelters, and a boat launching facility which provides access to Lake Okeechobee. The proposed project includes planting trees around the parking areas, basketball court, picnic areas and lake, as well as planting a buffer along U.S. Highway 27, also known as State Road 80. The proposed project will provide much needed shade in this park. The Glades area has some of the highest unemployment and poverty rates in the nation, and this project will generate jobs in the nursery, landscaping, and transportation sectors.

Attachments:

1. Project Grant Agreement
2. Budget Amendment

Recommended by: _____

Department Director

6/21/10
Date

Approved by: _____

Assistant County Administrator

6/30/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>18,510</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(18,510)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program N/A

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

FUND: Park Improvement Fund
UNIT: John Stretch Park Tree Planting

Urban and Community Forestry Grant	3600-581-P726-6504	\$18,510
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C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB

B. Legal Sufficiency:

Jr. J. Lawrence
Contract Development and Control

B. Legal Sufficiency:

Anne Helgent 6/29/10
 Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/2003
ADM FORM 01

This summary is not to be used as a basis for payment



Florida Department of Agriculture and Consumer Services
CHARLES H. BRONSON, Commissioner
The Capitol • Tallahassee, FL 32399-0800
www.doacs.state.fl.us

Please Respond to:
Division of Forestry
Forest Management Bureau
3125 Conner Boulevard, C-25
Tallahassee, Florida 32399-1650

June 10, 2010

Ms. Jean Matthews
Palm Beach County Board of County Commissioners
2700 Sixth Avenue, S.
Lake Worth, Florida 33461

RE: Contract Number 15941

Dear Ms. Matthews:

Enclosed is your copy of the executed contract between your organization and the Department of Agriculture and Consumer Services.

Should you have any questions, please don't hesitate to call me at (850)922-5832.

Sincerely,

CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE

Kelly Boutwell
Division of Forestry

Enclosures (1)



Florida Agriculture and Forest Products
Over \$100 Billion for Florida's Economy

EXHIBIT 1

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

FDACS CONTRACT #

015941

This Agreement, made and entered into this the 4 day of June, 2010 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 "Contractor."

WITNESSETH

WHEREAS, the Department desires to increase the application of the principles of urban and community forestry by awarding funds to the Contractor for the specific project set forth in grant application Number 10A-95, included herein as Exhibit A and by reference made a part hereof:

WHEREAS, the Catalog of Federal Domestic Assistance (CFDA) number is 10.668;

WHEREAS, the six digit Department of Management Services' class/group code commodity catalog control number is 991-365.

WHEREAS, the Department and the Contractor 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 Contractor by Resolution No. 2010-0411, dated March 23, 2010, has indicated its support of the grant application and authorized its officers to execute this Agreement on its behalf;

NOW, THEREFORE, the parties, for and in consideration of the mutual covenants and agreements contained herein agree as follows:

- A. Failure by the Contractor 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 July 31, 2011.
- C. The Contractor has estimated the project cost to be \$18,510 as shown on the grant application budget sheet attached as **Exhibit B**. The Department agrees to reimburse to the Contractor the total sum of \$18,510 of the final approved project costs. 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 Contractor 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 Contractor shall be subject to periodic inspections by the Department. The Contractor shall not change or deviate from the project without written approval by the Department.
- F. The Contractor agrees to submit to the Department an interim report (**Attachment H**) on project accomplishments **quarterly** (September 2010, December 31, 2010,

March 31, 2011, June 30, 2011, etc.). 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 (**Attachment G**) 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 Contractor 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.
- (6) Completed Recovery Act Questionnaire (**Attachment I**)

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 Contractor must submit the final claim for reimbursement to the Department on or before September 1, 2011.
- I. The Contractor 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 the following statement:

"This funding for this project was provided by the American Recovery and Reinvestment Act of 2009. USDA is working to implement provisions of the American Recovery and Reinvestment Act of 2009 (Recovery Act) to put Americans back to work and rejuvenate the nation's economy. The Recovery Act provided USDA with nearly \$28 billion in funding, of that, \$1.15 billion has been allocated to the Forest Service for project work in forest restoration, hazardous fuels reduction, construction and maintenance of facilities, trails, and roads, green energy projects and grants to states, tribes, and private landowners."

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)488-2020 or Purchasing Office at (850) 488-7552. Invoices returned to a Contractor 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. **Expenses associated with travel and per diem are not eligible.**

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) 413-5516 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 may terminate this contract at any time in the event of the default or failure of the Contractor to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the Department shall provide thirty (30) calendar days written notice of default and shall provide the Contractor the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Department shall have all rights and remedies provided at law or in equity, including without limitation the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
 - 2. Disallow all or part of the cost of the services not in compliance.
 - 3. Wholly or partly suspend or terminate this contract.
- B. The Department shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- C. By either party following sixty (60) calendar days written notice.

In the event this Agreement is terminated before the Department has paid the Contractor the entire Grant Amount, then the Department agrees to pay the Contractor the entire Grant amount, if the project has been completed. If the project has not been completed, the Department shall pay to the Contractor 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 Contractor.

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 K 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.
- I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).
- J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

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 10th 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 28th Street, North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The Contractor is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on 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 Contractor is informed that pursuant to Executive Order 96-236, effective October 1, 1996, the Department shall consider the employment by the Contractor of unauthorized aliens a violation of section 274(a) of the Immigration and Naturalization Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

The Contractor 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 Federal law and U.S. Department of Agriculture (USDA) policy, this Contractor is prohibited from discriminating on the basis of race, color, national origin, sex, 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). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326 W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC, 20250-9410, or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

In accordance with Florida Statute 768.28, the Contractor 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 Contractor 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 Contractor 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, 2nd Floor
Tallahassee, Florida 32399-1650

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

Ms. Jean Matthews
Palm Beach County Board of County Commissioners
2700 Sixth Avenue, South
Lake Worth, Florida 33461

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES**

Mike Gusham
Signature

Dir. of Admin. Services
Title

June 4, 2010
Date

CONTRACTOR

Pinna Ehlman
Signature

Director, Palm Beach County
Title Parks & Recreation Department

5-14-10
Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Anne Helgent
COUNTY ATTORNEY

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 #10.688 – Forest Health Improvement Initiative -
\$ 18,510.00

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)

DFS-A2-CL
July 2005
Rule 69I-5.006, FAC

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

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

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

DFS-A2-CL
July 2005
Rule 69I-5.006, FAC

Page _____

[illegible]

AUTHORIZED SIGNATURE: _____

Grantee

Date

ATTACHMENT H

Florida Division of Forestry
ARRA FOREST HEALTH IMPROVEMENT INITIATIVE GRANT PROGRAM
Interim Status Report

Return to:
Kelly Boutwell
3125 Conner Blvd, Suite R
Tallahassee, FL 32399-1650
Fax: 850-921-8305

Project Status as of: _____
(Date)

DOF Contract Number _____
Grant Recipient Name _____
Project Name _____
Name/Phone No. of Project Manager _____

Type of Entity (check one)

Local Government ☐ Non-Profit Organization ☐
Educational Institution ☐

Date when the vendor to perform the project will be/has been selected: Date: _____

Date when work on the project will/has commenced: Date: _____

Date when the project is scheduled to be/has been completed: Date: _____

Date when claims have been/will be submitted for reimbursement: Date: _____

Assistance needed from a DOF forester:

Technical Assistance on Project Site ☐ Technical Assistance on Urban Program ☐
Technical Assistance on Claim Process ☐ Certification of Completion/Acceptance ☐

Unforeseen problems or circumstances:

Prepared By: _____
(Print Name)

(Signature)



Florida Department of Agriculture and Consumer Services
Division of Forestry



CHARLES H. BRONSON
COMMISSIONER

RECOVERY ACT QUESTIONNAIRE

The American Recovery and Reinvestment Act (Recovery Act) was signed by President Obama on February 17, 2009. It is an unprecedented effort to jumpstart our economy, create or save millions of jobs, and put a down payment on addressing long-neglected challenges so our country can thrive in the 21st Century. The Recovery Act provided a wide range of public benefits including \$250,000,000 to the United States Forest Service nationally for state and private forestry activities. These activities include hazardous fuels reduction, forest health, and ecosystem improvement.

Funding for the contract you received through the Division of Forestry came from the Recovery Act. In an effort to show fiscal accountability and transparency, the Division of Forestry has been tasked with certain reporting requirements. This questionnaire must be completed and submitted along with your final invoice. The information we gather will be used to show how these projects impacted our local economies. Thank you for your cooperation.

JOBS CREATED OR RETAINED		
1.	How many hours did you and your employees work on this contract?	Hours
2.	As a result of this contract did you hire any new employees? <input type="checkbox"/> YES <input type="checkbox"/> NO	
a.	If yes, how many?	Employees
b.	How many hours did they work on this contract?	Hours
3.	As a result of this contract were you able to keep any employees that would have otherwise been laid off? <input type="checkbox"/> YES <input type="checkbox"/> NO	
a.	If yes, how many?	Employees
b.	How many hours did they work on this contract?	Hours
4.	If you have any of the following documentation, please attach a copy.	
a.	Advertisements or other documentation related to any position that was created.	
b.	The name and start date of any employee hired to fill a created position.	
c.	Employee timesheets for any positions that were created or retained.	
d.	A description of any position being created or retained.	
e.	Layoff notice or other documentation eliminating the position if no Recovery Act funds had been received.	
COMMENTS		
Do you have any additional comments you would like to share with us concerning the funding from the Recovery Act?		
COMPLETED BY		
PRINT NAME	SIGNATURE	DATE

URBAN AND COMMUNITY FORESTRY GRANT
MAINTENANCE MEMORANDUM OF AGREEMENT

This Agreement, made and entered into this the 4 day of June, 2010,
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 Contractor.

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 Contractor for the establishment of a
demonstration tree planting project as outlined in the Urban and Community Forestry grant application
Number 10A-95 and Grant Memorandum of Agreement (the Grant Agreement) attached hereto as
Exhibit "1" and by reference made a part hereof;

WHEREAS, the Contractor agreed in the Grant Agreement to maintain the project as described
in the Grant Application;

WHEREAS, the Contractor 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 Contractor 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:

47225 US Highway 27, Lake Harbor; 5 miles west of South Bay on Lake Okeechobee.

Specifically, the Contractor 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.
- (9) Following the Planting and Maintenance Guidelines as included herein.

The Contractor agrees to repair, or remove and replace at its own expense all or part of the project that falls below Project Standards, which is described in more detail in Exhibit A, attached hereto and incorporated herein by reference. 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 Contractor shall keep litter removed from the project area. The above named functions to be performed by the Contractor shall be subject to periodic inspections by the Department. It is the intent of the parties that the Contractor 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 Contractor 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:

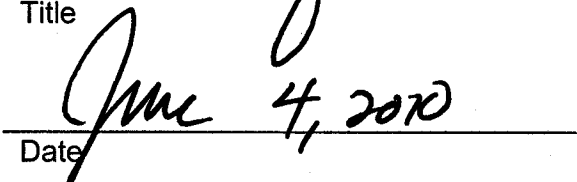
**DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES**



Signature



Title



Date

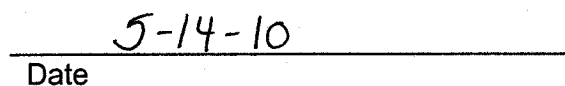
CONTRACTOR



Signature

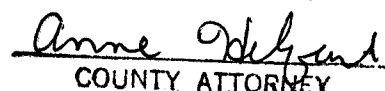


Title Parks & Recreation Department



Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


COUNTY ATTORNEY

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.

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.

BID NUMBER: RFP/DF-09/10-47

OPENING DATE: FEBRUARY 12, 2010 @ 2:00 P.M.

ATTACHMENT D

FLORIDA FOREST HEALTH IMPROVEMENT INITIATIVE GRANT PROPOSAL FORM 2009-2011

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 five copies) of the proposal packet including the proposal form, the project description and all attachments must be received no later than February 12, 2010, at:

Department of Agriculture and Consumer Services
Purchasing Office - Forest Health Improvement Initiative - 2009-11 PROPOSAL
Mayo Building - Room SB-8
Tallahassee, FL 32399-0800
Telephone (850) 617-7181

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

PROPOSER INFORMATION (Please Print or Type)

Project Title: John Stretch Memorial Park Tree Planting Project
 Proposer Name: Palm Beach County Board of County Commissioners
 Name and Title of Contact Person: Jean Matthews, Senior Planner Parks & Recreation Dept.
 Address: 2700 6th Avenue South, Lake Worth, FL jmatthew@pbcgov.org
 Zip: 33461 Phone: (561) 966-6652
 FEID Number 59-6000785 US Congressional District Number 23-Rep. Alcee Hastings
 Is your organization a Nonprofit corporation pursuant to Chapter 617, Florida Statutes?
 Yes _____ No X

If the applicant is a city or county government, does your urban forestry program have the following:

Professional Staff, in-house or contracted, List qualifications such as ISA certification, forestry degree, etc.
Licensed Landscape Architects & graduate forester from accredited university

Citizen Tree Advisory Board or Tree Advocacy Group, describe: Keep Palm Beach County Beautiful

Urban Tree Inventory or Management Plan, how current? July 2007, "Urban Ecosystem Analysis Palm Beach County, Florida" analyzed tree canopy for the entire County.

Tree Ordinance Covering either public or private lands, describe: 1986 Vegetation Protection & Preservt.

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: Commissioner Karen Marcus,

Title: Vice Chair, Palm Beach County Board of County Commissioners

Signature: [Signature] Date: 2/10/10

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Deland
COUNTY ATTORNEY

John Stretch Memorial Park
2009-11 Forest Health Improvement Initiative Grant Program

Economic Need: John Stretch Memorial Park is a 56 acre district park located in western Palm Beach County along the southern shore of Lake Okeechobee. The western part of Palm Beach County, also known as the Glades, was decimated by hurricanes during the 2004 and 2005 seasons resulting in the loss of much of its tree canopy. A County Location Map is included as Attachment "G" and a Park Location Map is included as "G-1".

The Glades area is very rural in nature and is known for its production of both sugar and winter vegetables. The Glades area consists of three municipalities Belle Glade, South Bay and Pahokee as well as large portions of unincorporated Palm Beach County. The Glades area has among the highest unemployment rate and highest poverty rates in the United States. According to a November 11, 2009, Palm Beach Post article "The Palm Beach County Economic Development Office says joblessness in the Glades reached "Depression levels" this summer, with 32 percent of people unemployed, compared with a countywide rate of about 11 percent. Including people who have given up seeking jobs, 40 percent of people in the Glades are out of work, the agency said in August." The article went on to say "Poverty is the norm,.. with nearly 40 percent of residents receiving food stamps and 85 percent of students getting free or reduced-price school lunches." Portions of *No Visible Means of Support*, by Palm Beach County Economic Development Office, August 2009 are included for purposes of backup documentation as Attachment "H".

Because the Glades area is located over an hour's drive from the nearest mall or movie theater and locally there are limited commercial recreational opportunities, County parks in this area are heavily used by children, youth and adults. John Stretch Memorial Park fulfills many of the recreational needs of Glades area residents. The proposed John Stretch Memorial Park Tree Planting Project is being designed by a County Landscape Architect. Work on the project will be completed using an annual contractor, and will be overseen by a Certified Arborist. This project will help stimulate economic activity for the nursery, landscaping, and transportation sectors of our economy.

Previous Urban and Community Forestry Grants: Palm Beach County Board of County Commissioners has not received an Urban and Community Forestry grant within the past three years.

Cost Effectiveness & Maximizing Results: The John Stretch Memorial Park Tree Planting Project is being implemented by County staff and the work will be completed by using an annual landscape contractor. The County selects annual contractors based upon a competitive bid process with consideration given for contractors meeting Small Business Enterprise (SBE) goals. These contractors are then assigned work based upon pre-agreed prices and conditions. The contract price includes plant materials, installation, staking and watering. The plant material will be watered for a minimum of sixty days and the contractor is required to guarantee 100% survivability of the landscape material for a period of one year. The cost estimate does not include any administrative or contract management costs.

Goals and Objectives: John Stretch Memorial Park is a heavily used District park featuring a basketball court, playground, cricket field, group picnic shelter, picnic facilities, historic pump displays, freshwater lake and a boat launching facility providing access to Lake Okeechobee. Park photos are included as Attachment "I". Prior to the 2004-2005 hurricanes, the park had adequate shade; however the hurricanes destroyed major portions of the tree canopy leaving park patrons to picnic and play in the hot south Florida sun. The

tree-grant monies will be focused in this one park in order to maximize the reforestry impact and tree canopy cover. We are proposing adding shade trees around the parking areas, basketball courts, lake, and picnic areas as well as installing landscape material to provide a buffer from the heavily traveled State Road 27/80 thoroughfare. The Landscape Plan is included as Attachment "J".

John Stretch Memorial Park is used every Sunday year-round by the Southshore Cricket Club, and every Mother's Day the Cricket Club hosts a free brunch that attracts over 3,000 women residing in the Glades area. This tree planting project will provide much needed shade for picnicking for groups such as these, as well as for smaller groups and individuals.

Technical Implementation: Standards for plant material and workmanship shall conform to the Florida Plant Board Standards for Nursery Plants, Florida Nurserymen and Growers Association, Approved Planting Practice and Bailey's Hortus Second. All plant material provided shall be Florida No. 1 or better, and all specimen material will be Florida Fancy. Plant material provided shall be healthy, vigorous stock, free from disease, insects, eggs, larvae, and defects and shall conform to the current edition of "Grades and Standards for Nursery Plants, State Plant Board of Florida for number one grade nursery". The Landscaping Details are included as Attachment "K".

The project is designed using predominately native trees or those recommended by the South Florida Water Management District that create habitats for wildlife. The project also follows the mission of Keep Palm Beach County Beautiful "to improve the quality of life in Palm Beach County through litter prevention education, beautification efforts and environmental stewardship" by planting the right tree in the right place.

Community Support: The tree planting project at John Stretch Memorial Park was discussed with the Cities of Belle Glade and South Bay as well as with the Director of the Belle Glade Chamber of Commerce, Director of the Glades Initiative, and Captain Larry Easton with the Palm Beach County Sheriff's Office. Letters of support are included as Attachment "L".

Positive Public Relations: The Palm Beach County Parks and Recreation Department has an interactive website <http://www/parks/> that receives over 11,000 hits per year, as well as a full time Public Information Section which will issue a media release once the tree planting project is complete at John Stretch Memorial Park.

Tree City USA

Palm Beach County does not have a *Tree City USA* certification, nor has it been the recipient of a *Tree City Growth Award*.

Certified Arborist

Heather Grzybek, Resource Development Supervisor with Palm Beach County Parks and Recreation Department, is a Certified Arborist. Ms. Grzybek will be involved in both the project design and project implementation, and her résumé is included as Attachment "M".

BID NUMBER RFP/DF-09/10/47

OPENING DATE: FEBRUARY 12, 2010 @ 2:00 P.M.

ATTACHMENT E
BUDGET

Please note: All proposals must include a detailed itemized budget summary which lists all anticipated expenditures and explains all project costs. Proposals for site specific demonstration tree planting projects must list the quantity, species, and approximate size (container size, or caliper and height) of trees to planted.

IMPORTANT: THIS FORM MUST BE USED. PROPOSERS NOT USING THIS FORM WILL BE RULED INELIGIBLE

BID NUMBER RFP/DF-09/10/47

OPENING DATE: FEBRUARY 12, 2010 @ 2:00 P.M.

Cost Items	Quantity #	Rate or Price (\$)	Grant Cost
<u>Trees</u>			
Live Oak <i>Quercus virginiana</i>	14 10	\$337.00	\$4718.42 3370.00
Laurel Oak <i>Quercus laurifolia</i>	5	\$337.00	\$1685.15 1685.00
Mahogany <i>Swietenia mahogany</i>	17	\$337.00	\$5729.51 5729.00
Magnolia <i>Magnolia grandiflora</i>	13	\$365.00	\$4745.00
Sycamore <i>Plantus sp.</i>	3	\$325.00	\$975.00
East Palatka Holly <i>Ilex x attenuate</i>	3	\$326.66 327	\$979.98 981.00
Crepe Myrtle <i>Lagerstroemia indica</i>	10	\$295.55	\$2955.50
<u>Palms</u>			
Royal Palm <i>Roystonea elata</i>	5	\$400.00	\$2000.00
			\$18,510.00
Total	53 70		\$23,788.50

*Cost per tree includes purchase, delivery, installation, and watering establishment.

Plant List as seen on Landscape Plan

QUANTITY	NAME	SCIENTIFIC NAME	SIZE	SPACING
14	Live Oak	<i>Quercus virginiana</i>	3.0" Cal., 16' OA x 5.0' SPR., 8' C.T., 32" Dia. Rootball B&B	as shown
5	Laurel Oak	<i>Quercus laurifolia</i>	3.0" Cal., 16' OA x 5.0' SPR., 8' C.T., 32" Dia. Rootball B&B	as shown
17	Mahogany	<i>Swietenia mahogani</i>	3.5" Cal., 16' OA x 5.0' SPR., 8' C.T., 36" Dia. Rootball B&B	as shown
13	Magnolia	<i>Magnolia grandiflora</i>	3.0" Cal., 16' OA x 5.0' SPR., 8' C.T., 32" Dia. Rootball B&B	as shown
3	Sycamore	<i>Plantus sp.</i>	3.5" Cal., 16' OA x 5.0' SPR., 8.0' C.T., 32" Dia. Rootball B&B	as shown
3	East Palatka Holly	<i>Ilex x attenuate</i>	3.0" Cal., 14' OA x 4.0' SPR., 7' C.T., 32" Dia. Rootball B&B	as shown
10	Crepe Myrtle	<i>Lagerstroemia indica</i>	3.0" Cal., 16' OA x 5.0' SPR., 8' C.T., 32" Dia. Rootball B&B	as shown
5	Royal Palm	<i>Roystonea elata</i>	14' OA, 6' GWFG	as shown

ATTACHMENT "F"
ARRA Forest Health Improvement Initiative Grant Program

RESOLUTION 2010- 0411

A RESOLUTION BY PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA TO ENTER INTO A GRANT MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY

WHEREAS, trees are an important part of our community; and

WHEREAS, Palm Beach County Board of County Commissioners desires to apply for a Forest Health Improvement Initiative Grant which would provide monies to improve the condition of the community's tree canopy; and

WHEREAS, Palm Beach County Board of County Commissioners wishes to enter into a Forest Health Improvement Initiative Grant Memorandum of Agreement between Palm Beach County Board of County Commissioners, Florida and the Florida Department of Agriculture and Consumer Services.

NOW, THEREFORE, BE IT RESOLVED by the Palm Beach County Board of County Commissioners, Florida:

Section 1. Palm Beach County Board of County Commissioners supports the improvement of the condition of the County's tree canopy.

Section 2. Palm Beach County Board of County Commissioners hereby authorizes the Director of Palm Beach County Parks and Recreation Department to enter into a Forest Health Improvement Initiative Grant Memorandum of Agreement between Palm Beach County, Florida and the Florida Department of Agriculture and Consumer Services.

Section 3. Palm Beach County Board of County Commissioners hereby authorizes the Director of Palm Beach County Parks and Recreation Department to enter into a Forest Health Improvement Initiative Grant Maintenance Memorandum of Agreement if the grant is awarded.

Effective Date: This Resolution shall become effective upon adoption.

The foregoing resolution was offered by Commissioner Marcus who moved its adoption. The Motion was seconded by Commissioner Abrams and upon being put to a vote, the vote was as follows:

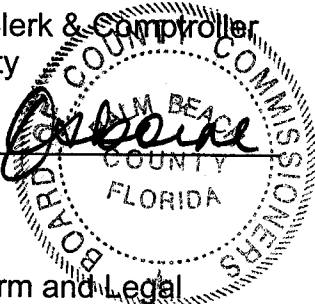
Commissioner Burt Aaronson, Chair	Aye
Commissioner Karen T. Marcus, Vice Chair	Aye
Commissioner John F. Koons	Aye
Commissioner Shelley Vana	Aye
Commissioner Steven L. Abrams	Aye
Commissioner Jess R. Santamaria	Aye
Commissioner Priscilla A. Taylor	Aye

The Chairman thereupon declared the resolution duly passed and adopted
this 23rd day of March, 2010

Attest:

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By: Latoya Gossain
Deputy Clerk



Palm Beach County, Florida, By
Its Board of County Commissioners

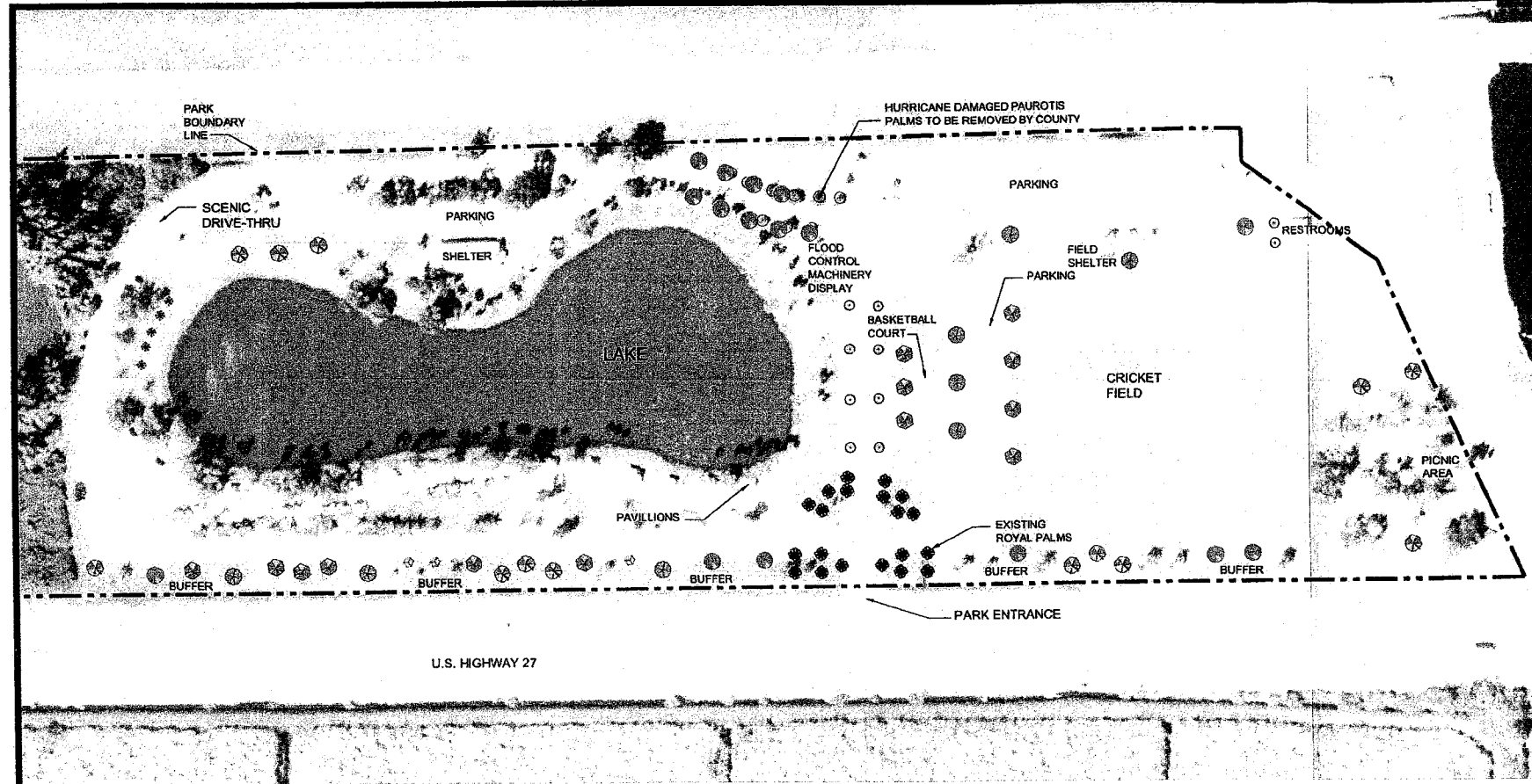
By: Burt Aaronson
Commissioner Burt Aaronson, Chair

Approved as to Form and Legal
Sufficiency

By: Anne Helfant
Anne Helfant, Assistant County
Attorney

Approved as to Terms & Conditions

By: Dennis Eshleman
Dennis Eshleman, Director
Parks & Recreation Department



PLANT LIST					
SYMBOL	QUANTITY	NAME	SCIENTIFIC NAME	SIZE	SPACING
	14	Live Oak	Quercus virginiana	3.0" Cal., 16' OA x 5.0' SPR., 8' C.T., 32" Dia. Rootball B&B	as shown
	5	Laurel Oak	Quercus laurifolia	3.0" Cal., 16' OA x 5.0' SPR., 8' C.T., 32" Dia. Rootball B&B	as shown
	17	Mahogany	Swietenia mahogani	3.5" Cal., 16' OA x 5.0' SPR., 8' C.T., 36" Dia. Rootball B&B	as shown
	13	Magnolia	Magnolia grandiflora	3.0" Cal., 16' OA x 5.0' SPR., 8' C.T., 32" Dia. Rootball B&B	as shown
	3	Sycamore	Plantus sp.	3.5" Cal., 16' OA x 5.0' SPR., 8.0' C.T., 32" Dia. Rootball B&B	as shown
	3	East Palatka Holly	Ilex x attenuate	3.0" Cal., 14' OA x 4.0' SPR., 7' C.T., 32" Dia. Rootball B&B	as shown
	10	Crepe Myrtle	Lagerstroemia indica	3.0" Cal., 16' OA x 5.0' SPR., 8' C.T., 32" Dia. Rootball B&B	as shown
	5	Royal Palm	Roystonea elata	14' OA, 6' GWFG	as shown

IT'S THE LAW!
CALL 48 HOURS BEFORE YOU DIG
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.
UTILITIES NOTIFICATION CENTER

PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT

DESIGNED BY: C. FRANKLIN
DRAWN BY: C. FRANKLIN

APPROVED BY:

John Stretch Memorial Park
Tree Planting Project
ATTACHMENT J

REVISION:

NORTH

0 75

SHEET NO. 1 OF 1

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 581 061610*542
BGEX 581 061610*1657

FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/16/10	REMAINING BALANCE
REVENUES								
3600-581-P726-3107	Fed Grant Capital-Culture/Recr	0	0	18,510		18,510		18,510
TOTAL RECEIPTS & BALANCES		9,809,163	9,822,821	18,510		9,841,331		
APPROPRIATIONS								
3600-581-P726-6504	lotb Non Infrastructure	0	0	18,510		18,510	0	18,510
TOTAL APPROPRIATIONS & EXPENDITURES		9,809,163	9,822,821	18,510		9,841,331		

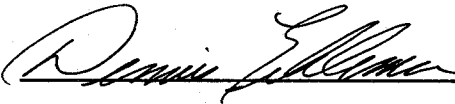
Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 6/21/10

By Board of County Commissioners
At Meeting of
July 20, 2010
Deputy Clerk to the Court