

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date: December 4, 2012**

**Consent**     **Regular**  
 **Workshop**     **Public Hearing**

**Department: Cooperative Extension Service**

**Submitted By: Cooperative Extension Service**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**

**A)** An Urban and Community Forestry Grant Memorandum of Agreement with the Florida Department of Agriculture and Consumer Services (FDACS) for continued funding of a part-time program assistant to conduct an urban forestry program in Palm Beach County for 25 hours per week for one year ;

**B)** a budget amendment of \$15,000 in the Cooperative Extension Revenue Fund to recognize new funding. The term of this Agreement shall begin upon execution and shall terminate on January 31, 2014.

**Summary:** The Florida Department of Agriculture and Consumer Services (FDACS) will provide funding to Palm Beach County (County) to continue to support a part-time program assistant to conduct the Urban Forestry Program in Palm Beach County in amount not to exceed \$15,000. County will provide an in-kind match of \$15,000 which includes 265 volunteer hours and 505 hours of professional and staff support from ad valorem funding. The program assistant will develop reusable learning objects (RLOs) for professional and residential audiences, develop presentations, train volunteers and master gardeners in Palm Beach County, as well as adjacent counties, and develop partnerships and relationships throughout the state to publicize the RLOs and delivered presentations and make them available at no cost to any user. The program assistant is a grant funded position and will be eliminated when the grant term has expired. The funding shall consist of \$12,770 for salary plus \$1,686 for fringe benefits, \$416.50 for travel and \$127.50 for supplies. Countywide (AH)

**Background and Justification:** A needs assessment conducted in 2010 indicated that educational opportunities related to tree canopy management are highly desired. The "Strengthening Our Community Tree Canopy Through Education" project will serve as the cornerstone towards a comprehensive urban and community forestry program. The goal of the Urban Forestry Program in Palm Beach County is to strengthen the community tree canopy through the education of professionals, county and municipal staff, and residents. FDACS shall pay County on a reimbursable basis in installments, as invoiced by County monthly, beginning upon execution and shall terminate on January 31, 2014.

**Attachments:**

1. Agreement with FDACS
2. R-2012-0646 (w/o attachments)
3. Budget Amendment

**Recommended By:** Audrey R. Norman      10/30/2012  
 Department Director      Date

**Approved By:** [Signature]      11/20/12  
 Assistant County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>\$30,000</u>	_____	_____	_____
External Revenues	_____	<u>(\$15,000)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	<u>\$15,000</u>	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	<u>-0-</u>	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	<u>1</u>	_____	_____	_____

Is Item Included in Current Budget?      Yes \_\_\_ No X  
 Budget Account No.: Fund 1482 Dept. 310 Unit 1402  
 Object \_\_\_\_\_ Program \_\_\_\_\_

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

**C. Departmental Fiscal Review:** \_\_\_\_\_

(Volunteer Hours (\$4,505); Professional and Support Staff (\$9,430.50) and Overhead Costs (\$1,064.50) = \$15,000.00

**III. REVIEW COMMENTS**

**A. OFMB Budget and/or Contract Dev. and Control Comments:**

<p><u>[Signature]</u> 11/1/12                  OFMB/Budget                  JB pm                  11-1-12</p>	<p><u>[Signature]</u> 11/16/12                  Contract Development and Control                  11-16-12 B. Schell</p>
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**B. Legal Sufficiency:**

Anne Deland 11-19-12  
 Assistant County Attorney

**C. Other Department Review:**

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

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

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

This Agreement, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, hereinafter called the DEPARTMENT and the Palm Beach BOCC, 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 12-30, 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 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. R-2012-0646, dated <sup>May 1, 2012</sup> ~~April 2, 2012~~, 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 January 31, 2014.
- C. The CONTRACTOR has estimated the project cost to be \$30,000 as shown on the grant application budget sheet attached as Exhibit B. The DEPARTMENT agrees to reimburse to the CONTRACTOR the total sum of \$15,000 or fifty percent (50%) 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 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 30, 2012, December 31, 2012, March 31, 2013, June 30, 2013, 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 Florida Forest Service 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 United States 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 CONTRACTOR must submit the final claim for reimbursement to the DEPARTMENT on or before **March 15, 2014**.
- 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 a statement that the material has been prepared using Urban and Community Forestry grant funds received from the USDA. Forest Service through the Florida Forest Service.

The CONTRACTOR must provide the following quantifiable, measurable, and verifiable units of Deliverables (Deliverable) which must be received and accepted in writing by the Contract Manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable. See attachment E (Budget)

Intellectual property is subject to the following additional provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract, shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.
- B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- D. The foregoing shall not apply to any pre-existing software, or other work of authorship used by CONTRACTOR to create a Deliverable but which exists as work independent of the Deliverable, unless the pre-existing software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.

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

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Transaction Fee: CONTRACTORS shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S. and any rules implementing section 287.057, F.S.

Invoices returned to a 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.

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.

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, 1-877-693-5236.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The DEPARTMENT shall have the right of unilateral cancellation for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material made or received by the CONTRACTOR in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

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 I 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 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 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, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).
- J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.
- L. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
  - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
  - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

The following provisions of A through I are applicable regarding the administration of resources provided by the DEPARTMENT to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a 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 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 for audits done in accordance with OMB Circular A-133, as revised, should indicate the date

that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- I. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
- a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
  - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

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) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, 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, 3<sup>rd</sup> Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The CONTRACTOR is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on 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 shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The CONTRACTOR is informed that the employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationalization 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.

Without waiving the right to sovereign immunity, and 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 shall be controlling.

All contracts entered into by the DEPARTMENT or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

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, C-25

Tallahassee, Florida 32399-1650

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

Ms. Laura Sanagorski  
Palm Beach County Cooperative Extension Service  
531 North Military Trail  
West Palm Beach, Florida 33415

Signed by parties to this agreement:

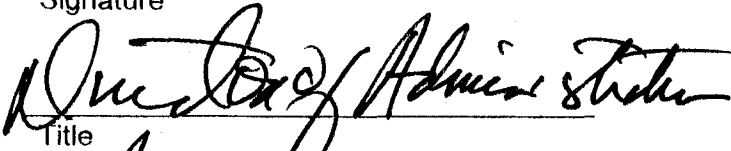
DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES

CONTRACTOR



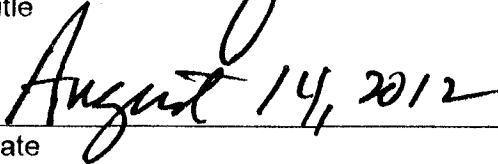
Signature

Signature



Title

Chair



Date

Date

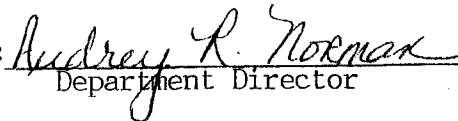
SHARON R. BOCK, CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

BY: \_\_\_\_\_  
County Attorney

By:   
Department Director

BID NUMBER: RFP/FFS-11/12-24

OPENING DATE: MARCH 30, 2012 @ 2:00 P.M.

ATTACHMENT D

FLORIDA URBAN AND COMMUNITY FORESTRY GRANT PROPOSAL FORM 2012

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 2:00 p.m., March 30, 2012, at:

Department of Agriculture and Consumer Services  
Purchasing Office - U&CF - 2012 PROPOSAL  
407 S. Calhoun Street  
Mayo Building - Room 5B-8  
Tallahassee, FL 32399-0800  
Telephone (850) 617-7181

If you have any questions, please see ATTACHMENT O, "Florida Forest Service District/Center Contacts"

PROPOSER INFORMATION (Please Print or Type)

Project Title: Strengthening our Community Tree Canopy Through Education - Year II

Proposer Name: PBC Board of County Commissioners

Name and Title of Contact Person: Laura A. Sanagorski, Env. Hort. Extension Faculty

Address: 531 North Military Trail, West Palm Beach

Zip: 33415 Phone: (561) 233.1748

FEID Number 59-6000-785 US Congressional District Number: 22

Is your organization a Non-profit 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. Multiple ISA Certified Arborists, Degrees in Horticulture, Pathology, Entomology

Citizen Tree Advisory Board or Tree Advocacy Group. Describe: No formal board; many allied groups

Urban Tree Inventory or Management Plan, how current?: Not applicable

Tree Ordinance covering either public or private lands, describe: Comprehensive tree preservation ordinance covers public & private land.

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: The Honorable Shelley Vana

Title: Chair, PBC Board of County Commissioners

Signature: Shelley Vana

Date: 3/27/12

***Strengthening our Community Tree Canopy Through Education~ Year II***

**Describe the local community and current urban forestry program, and role of applicant in that program if a non-profit group:** Palm Beach County is in the early stages of developing an educational community and urban forestry program; this project, a request for second-year part-time staff funding, will support further development. A 2010 needs-assessment indicated that educational opportunities for residents and professionals are highly desired and needed here. Palm Beach County encompasses 1974.11 square miles and 38 incorporated municipalities, which house over 3,100 landscape management companies, around 200 golf courses, nearly 50 public recreational parks, many recreational facilities and public "green" spaces. These allied entities employ thousands of workers and have substantial influence on the urban tree canopy through their arboricultural practices and contact with the county's residents.

**Previous U&CF Grants received by the applicant. When were they implemented and what did they accomplish?** Palm Beach County was awarded an Urban and Community Forestry Grant in 2011, which provided funding for a part-time urban forestry program assistant. A talented individual was hired in March of 2012. A series of 8 programs for professionals, 8 programs for residents, and a multi-day training series for volunteers has been scheduled for 2012. The County has an excellent record of managing grants successfully; the staff is able to ensure that the grant program's goals are realized.

**Describe the goals and objectives of this project:** This goal for this second-year funding request is to strengthen the community tree canopy through education of youth, professionals, and residents. Funding will provide for the continuation of part-time employment for Palm Beach County's new Urban Forestry Program Assistant for one year. This professional will: (1) Collaborate with Palm Beach County 4-H Youth Development Program to implement a youth centered component of the project. Staff and volunteers will engage up to 20 underserved, underrepresented youth (grades 6-12) in experiential education, leadership development and service learning centered on urban forestry. These youth will then partner with adult staff, volunteers and professionals to develop and implement a variety of Arbor Day activities for 200 children and their families during January 2013. These efforts will inspire youth and families to become more aware and involved in urban forestry issues and opportunities. 2) Develop a set of printable posters to support learning modules and make available online; (3) Further develop the modules funded through the 2011 UCF grant and provide them to each Extension office in Florida via mailed CD; (4) Develop and conduct a community urban forestry educational summit; and (5) Continue to develop partnerships and relationships throughout the state in order to publicize educational materials.

**Describe how this project will help to develop and improve this program in the long-term:** The U&CF Grant provides a strategic opportunity to significantly develop Palm Beach County's Urban Forestry program. Youth, professionals, and residents desire the educational components that this project will provide. The youth centered component of the Project focuses on increasing young peoples' awareness and positive behaviors towards urban trees. As youth become more involved they will share their interest with their peers, family and community, thereby expanding the scope and impact of the project. Further, young people who make meaningful connections to natural resources, such as urban forests, are more likely to make informed decisions and practice good stewardship as adults. This project will provide teaching materials, programming, and resources to youth in Palm Beach County and extension offices throughout the state. Due to the reusable nature of materials being developed with this funding, it is anticipated that education will be available going forward without substantial additional personnel costs, and the impact of a small team of professionals will be increased exponentially. Materials (RLOs, teaching materials, posters) will be available to anyone with computer access. RLOs are digital, self-contained, reusable learning resources that provide highly interactive educational opportunities to an individual, without the use of an instructor.

**For a tree planting: Describe what species are being planted and why. How will they be installed and maintained (be brief and concise, but complete):** Not applicable.

**What environmental or educational value will the community derive from this project?** Environmental benefits include (a) an urban canopy better managed by professionals, residents, and tomorrow's decision-

## ATTACHMENT D (CONTINUED) - PROJECT DESCRIPTION

makers (today's students) (b) increased species diversity, (c) greater use of the "right tree, right place" principle, and (d) more structurally sound urban trees through proper pruning and better canopy management decisions. The educational value of this project is anticipated to be extensive, due to the opportunity to provide education through several highly effective and sustainable methods of delivery. This program is anticipated to raise awareness about species diversity, importance of tree canopy, proper pruning, planting, establishment, design, hazard tree assessment, remediation, and other important topics.

**What steps have been taken to carry out this project in a cost effectiveness manner?** Due to recent funding cuts, Palm Beach County does not have the resources available to hire staff to focus on urban forestry needs despite the indication from the community that this is a priority. This funding will provide for the education of many youth, professionals and residents within and beyond county lines. By developing RLOs and teaching materials that will be available to all, the reach of this funding will be multiplied exponentially from that of what a single individual could accomplish through direct education alone. Further, the use of the "train-the-trainer" principle paired with technology that facilitates self-study is an incredibly cost-effective method of delivery that will result in a highly significant impact.

**How will this project increase citizen involvement and support for the community's urban forestry program in the long term?** For many youth, residents, and professionals, this program will provide the first exposure to urban forestry education. This project is designed to reach local students, horticultural, arboricultural, and allied industry professionals, municipal and county employees, and residents. With the multifaceted approach chosen for educational delivery, it is anticipated that more people will be reached through their preferred method of learning, whether it be by online RLOs, their local extension office, or facilitator-led presentations. A major component of the Urban Forestry Program Assistant's priorities is in publicizing this program and relationship-building to encourage urban forestry stewardship. These activities support a holistic, community-centered approach expected to nurture citizen involvement.

**What evidence of community support for this project can be produced?** Documentation of community support is provided in the attached letters of support from the South Florida Water Management District, the Preservation Foundation of Palm Beach, the South Florida Fair, the City of Boca Raton, and Zimmerman Tree Service. Further support for this project is indicated by the dedication of staff time that is being committed to match grant funds and ensure the delivery of a successful educational program.

**How will this project be publicized in the local community?** One of the primary components of this grant project is that of partnership and relationship building at the local level and beyond. County resources as well as the local TV station, Channel 20, social media platforms, press releases, websites, and partners' media outlets will be used to publicize the availability of the new educational opportunities.

**Tree City USA certification and growth award, last year current:** Palm Beach County is not a Tree City USA. However, West Palm Beach, at the heart of the County, has received this certification for the past 20 years. In addition, several cities in the county, including Boca Raton, Boynton Beach, Jupiter, Palm Beach Gardens, Royal Palm Beach, and Wellington, are currently certified as a Tree City USA.

**Will a Certified Arborist(s) or a graduate forester from an accredited four-year Bachelor of Science in Forestry program oversee this project? If not, who will provide oversight and what are their credentials?** This project will be overseen by three ISA certified arborists. The individual hired to fill this position holds an A.S. degree in horticulture and is also a Certified Arborist. Staff members hold additional credentials, including B.S. and M.S. degrees in Environmental Horticulture and a Ph.D. in Plant Pathology, which will ensure successful results. Further, the team that will oversee this project shares a passion for proper tree care and strengthening our urban tree canopy.

**What new partnerships will the project create or encourage?** A primary component of this project is that of partnership- and relationship- building. With the funding of this project, Palm Beach County anticipates new partnerships with municipal and county staff, residents, community associations and homeowners' associations, schools, professional landscapers and arborists, and allied organizations and non-profit groups.





ADAM H. PUTNAM  
COMMISSIONER

**Submit Bids to:**  
Florida Department of Agriculture and Consumer Services  
407 South Calhoun Street - Mayo Building, Room SB-8  
Tallahassee, FL 32399-0800

Telephone: (850) 617-7181

Page 1 of 67 Pages

BIDS NO. RFP/FFS-11/12-24

AGENCY MAILING DATE:

WILL BE OPENED MARCH 30, 2012 @ 2:00 P.M.  
and may not be withdrawn within 90 days after such date and time

January 31, 2012

NOTICE OF INTENDED AWARD POSTING WILL BE ON OR ABOUT May 25, 2012

BID TITLE: 2012 NATIONAL URBAN AND COMMUNITY FORESTRY GRANT PROGRAM

VENDOR NAME Palm Beach County Board of  
County Commissioners

AUTHORIZED SIGNATURE (MANUAL)

VENDOR MAILING ADDRESS  
301 North Olive Avenue, 12th Floor

CITY - STATE - ZIP  
West Palm Beach, FL 33401

AUTHORIZED SIGNATURE (TYPED) TITLE  
The Honorable Shelley Vana, Chair  
PBC Board of County Commissioners

TELEPHONE: ( 561 ) 355.2201

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.

#### GENERAL INSTRUCTIONS TO RESPONDENTS

1. **Definitions.** The definitions found in s. 80A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
  - (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
  - (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
  - (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these instructions.
  - (d) "Response" means the material submitted by the respondent in answering the solicitation.
  - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.
2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
  - an electronic signature on the response, generally,
  - an electronic signature on any form or section specifically calling for a signature, and
  - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
  - Technical Specifications,
  - Special Conditions and Instructions,
  - Instructions to Respondents (PUR 1001),
  - General Conditions (PUR 1000), and
  - Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.
5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employees of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to

EXHIBIT B

BID NUMBER: RFP/FFS-11/12-24

OPENING DATE: MARCH 30, 2012 @ 2:00 P.M.

ATTACHMENT E

BUDGET

Activity: Category 1: Local Government Program Development or Improvement

Specific Description: Staffing

SUMMARY OF COSTS

(A 50/50 match on behalf of the Proposer is required)

	REQUESTED GRANT \$ I	LOCAL MATCH \$ II
Contractual costs		
Personnel costs	<u>14,332.00 - 14,456.00</u>	<u>13,935.50</u>
Travel costs	<u>409.67 - 416.50</u>	
Equipment costs		
Supplies costs	<u>-258.33 - 127.50</u>	
Operating costs		
Tree costs		
Overhead costs		<u>-1,500.00 - 1,064.50</u>
Total Requested Grant (I)	<u>15,000.00</u>	
Total Matching Costs (II)		<u>-15,435.50 - 15,000.00</u>
Total Program Costs (III)		<u>30,435.50 - 30,000.00</u>

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

49 50 % Grant request      51 50 % Local match

*ecb*

**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: Countywide and beyond via internet delivery; statewide distribution of materials.

Who has responsibility for overseeing Project implementation (name and title):  
Laura A. Sanagorski, Environmental Horticulture Extension Faculty

Who has maintenance responsibility for the Project after completion:  
Palm Beach County (Laura A. Sanagorski)

Is the Land Ownership Public or Private?: Public

Name of Landowner: Palm Beach County Board of County Commissioners

Project Title: Strengthening our Community Tree Canopy Through Education - Year II

Applicant Name: PBC Board of County Commissioners

Email Address: LSanagorski@pbcgov.org

**ATTACHMENT E (CONTINUED)  
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 be planted.

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

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
<b>Contractual</b> (Description)  None.				
<b>Personnel</b> (List titles or positions)				
Urban Forestry Program Assistant	1028 <del>1010</del> hours	14.062 <del>14.834</del> /hour*	14,456.00 <del>14,332.00</del>	
Admin. Staff	120 hours	21.025/hour**		2,523.00
Volunteer Hours	265 <del>260</del> hours	17.00/hour		4,505.00
Extension Faculty/ 4H Oversight	250 hours 135 hours	14.67/hour** 24.00/hour**		3667.50 3240.00
<b>Travel</b>				
Travel for Program Assistant	738 miles (approx. 60 miles/mnth)	0.555	409.67 416.50	

*ecb*

*ecb*

\*Includes 6.20% FICA, 1.45% FICA Med.; \*\*Includes fringes plus medical

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
<p><b>Equipment</b> (List items)</p> <p>None.</p>				
<p><b>Supplies</b> (List items)</p> <p>CD Cases</p> <p>Packing Supplies</p> <p>CDs</p> <p>Shipping Costs</p>	<p>13 packs/12</p> <p>3 packs/50</p> <p>3 packs/50</p> <p>150</p>	<p>3.57/12</p> <p>14.95/50</p> <p>13.19/50</p> <p>0.85/each</p>	<p>46.41</p> <p>44.85</p> <p>39.57</p> <p>127.50</p>	



**ATTACHMENT G**

Page \_\_\_\_\_

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

Name of Grantee: _____		Contract No.: _____	
Item #	Descriptions of Items or Services Purchased (Attach copies of canceled checks, receipts and invoices)	Grant Amount	Match Amount
	Totals	_____	_____

Remit payment to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**ATTACHMENT H**

**Florida Forest Service  
Urban Forestry Grant Project  
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)

FFS 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 the work on the project will/has commenced: Date: \_\_\_\_\_

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

Date when reimbursement claims have been/will be submitted: Date: \_\_\_\_\_

**Assistance Needed from a Florida Forest Service County Forester:**

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

**Status Notes:**

Prepared By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

## 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  
\$15,000.00

### 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



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	\$30,435.50	_____	_____	_____
External Revenues	_____	(\$15,000.00)	_____	_____	_____
In-Kind Match (County)	_____	(\$15,435.50)	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	0	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_ No \_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_  
 Object \_\_\_\_\_  
 Program \_\_\_\_\_

Volunteer hours (\$4,505.00); Professional and Support Staff (\$9,430.50) and Overhead Costs (\$1,500.00) = \$15,435.50.

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

**C. Departmental Fiscal Review:**

*Jean N. McShee*

**III. REVIEW COMMENTS**

**A. OFMB Budget and/or Contract Dev. and Control Comments:** The FY13 fiscal impact is contingent on grant approval by FDACS and includes continuation of funding for an existing part-time position at the County Cooperative Extension Service.

<p><i>WS 4-10-12 JB 4/11</i></p> <p>_____ OFMB/Budget</p>	<p><i>Dr. J. Jacobson 4/16/12</i></p> <p>_____ Contract Development and Control</p> <p><i>4-16-12 B. Cheek</i></p>
---	--

**B. Legal Sufficiency:**

*4/13/12 (5)*

*Anne Delgant 4-18-12*  
 Assistant County Attorney

**C. Other Department Review:**

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

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



R2012:0646 MAY 01 2012  
MEMORANDUM

TO: Shelley Vana, Chair  
Board of County Commissioners

FROM: Robert Weisman  
County Administrator

DATE: March 26, 2012

RE: 2012 National Urban and Community Forestry Grant  
Program Application RFP/FFS-11/12-24 (Year II)

County Cooperative  
Extension Service  
559 North Military Trail  
West Palm Beach, FL 33415-1311  
(561) 233-1712  
Fax: (561) 233-1768  
www.pbcgov.com/coextension

Pursuant to PPM #CW-F-003, your signature is needed on the 2012 National Urban and Community Forestry Grant Program Application RFP/FFS-11/12-24. This grant for the total amount of \$30,435.50 which includes \$15,000 in grant funds and \$15,435.50 in in-kind match (50.25%) from the County. The in-kind match will include administrative staff and support hours, volunteer hours, office space and the use of computer and materials.

The purpose of this grant is to strengthen the community tree canopy through the education of tree professionals, county and municipal staff and residents. Cooperative Extension Service Department was awarded this grant in 2011 and the funds received from this 2<sup>nd</sup> year grant will continue to support an Urban Forestry Program Assistant position from January 1, 2013 through December 31, 2013.

The emergency signature process is being utilized because there is not sufficient time to submit the application through the regular BOCC agenda process and meet the return deadline. Staff will submit this item at the BOCC's May 1, 2012 Commission Agenda.

If additional information is needed, please contact Audrey Norman, County Extension Director, at (561) 233-1712.

*Anne Delmont*  
Assistant County Attorney

*Audrey R. Norman*  
County Extension Director

*Robert Weisman*  
Assistant County Administrator

*[Signature]*  
OFMB

*John N. McGee*  
Department Fiscal Review

*Shelley Vana*  
Shelley Vana, Chair

cc: Robert Weisman  
County Administrator



Palm Beach County  
Board of County  
Commissioners

Shelley Vana, Chair

Steven L. Abrams, Vice Chairman

Karen T. Marcus

Paulette Burdick

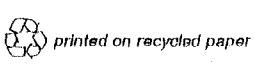
Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

County Administrator  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"



2012 -

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

FUND 1482 - Cooperative Extension Revenue Fund

BGRV 103012\*77  
BGEX 103012\*288

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF _____	REMAINING BALANCE
<b>Revenues</b>							
310-1402-3439 State Grant Other Physical Environment	0	0	15,000		15,000		
<b>TOTAL RECEIPTS &amp; BALANCES</b>	<b>412,385</b>	<b>412,385</b>	<b>15,000</b>	<b>0</b>	<b>427,385</b>		
<b>Expenditures</b>							
310-1402-1201 Salaries & Wages Regular	0	0	12,770		12,770	0	12,770
310-1402-2101 FICA - Taxes	0	0	792		792	0	792
310-1402-2105 FICA - Medicare	0	0	184		184	0	184
310-1402-2201 Retirement Contributions - FRS	0	0	710		710	0	710
310-1402-4001 Travel			417		417		417
310-1402-5201 Operating Material			127		127		127
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>	<b>412,385</b>	<b>412,385</b>	<b>15,000</b>	<b>0</b>	<b>427,385</b>		

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

**County Cooperative Extension**  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

*Audrey R. Norman*

AT MEETING OF  
December 4, 2012

Deputy Clerk to the  
Board of County Commissioners