



Interoffice Memorandum

May 26, 2021

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Lonnie C. Bell, Director *Lonnie C Bell*
Community and Family Services Department

FROM: Matt Suedmeyer
Parks and Recreation Division
407-836-6202

SUBJECT: **Consent Agenda Item – June 8, 2021**
Florida Department of Agriculture and Consumer Services
Subrecipient Agreement #27663

Orange County was awarded a \$20,000 grant from the Florida Forest Service for the planting of 120 native trees at Barnett Park. This is a matching grant and the County is contributing \$20,000 for a total project amount of \$40,000.

The County has to execute the Subrecipient Agreement in order to receive the aforementioned funds. The agreement outlines the rules by which the grant project will be administered. The agreement has been reviewed and approved by the County Attorney's Office, Risk Management Division and Office of Management and Budget.

ACTION REQUESTED: Approval and execution of Florida Department of Agriculture and Consumer Services Division of Administration Federal Financial Assistance Subrecipient Agreement #27663 and authorization for the Mayor or designee to execute any further necessary amendments to such Agreement that do not change the scope of the project or increase the overall project budget. There is a \$20,000 match required.

MS/gw:jam

Attachment

c: Darren Gray, Deputy County Administrator
Carla Bell Johnson, Assistant County Administrator
Yolanda Brown, Fiscal Manager, Community and Family Services
Auria Oliver, Management and Budget Advisor, Office of Management and Budget

BCC Mtg. Date: June 8, 2021

FDACS CONTRACT

#27663



**Florida Department of Agriculture and Consumer Services
Division of Administration**

**FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT**

**NICOLE "NIKKI" FRIED
COMMISSIONER**

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this 8th day of June, 2021 by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and Orange County Board of County Commissioners, ("SUBRECIPIENT"). The SUBRECIPIENT shall perform the Scope of Work as outlined in Attachment A, hereby incorporated and attached hereto.

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

A. SUBAWARD AMOUNT

The total award amount for satisfactorily completing the Scope of Work is \$20,000.00 with a 1:1 match required (refer to section F - MATCHING OR COST SHARE). In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence upon execution and, unless sooner terminated or canceled, shall end on the 28th day of February of 2022 ("Term").
2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

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

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

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

2. Deliverables

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

3. Financial Management

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

4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.
- b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT's grant manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary and reasonable, and must be submitted by budget category consistent with the budget plan, Attachment B, hereby incorporated and attached hereto.
- c. All reimbursement requests must be submitted using the

RECIPIENT's standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.

- d. The payment request packet is downloadable from **<http://forms.fdacs.gov/02019.pdf>**.
- e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.
- f. Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the Budget Plan and Scope of Work.
- g. **Travel and per diem costs are not allowable under this contract.**
- h. No advance payments are allowed.

5. Payment of Reimbursement Requests

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

- (3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.
- (4) Copy of Congressional thank you letter - Thank you letter addressed to your federal congressional representatives for the grant funding. Include a brief description of what you were able to accomplish with the funding.
- (5) Certification of Acceptance executed by a Florida Forest Service official.

The SUBRECIPIENT must submit the final claim for reimbursement to the RECIPIENT on or before 30 days from the end of the term of the contract.

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

6. Program Income

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

7. Revision of Budget Plan

- a. The Budget Plan lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work including the completion of Deliverables.
- b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.

- c. Prior approval, evidenced by contract amendment, is required for:
 - (1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.
 - (2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.
 - (3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

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

9. Acknowledgements

- a. The SUBRECIPIENT shall have an acknowledgement of the USDA Forest Service's support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public. Minimum verbiage requirement is as follows: *"This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."*
- b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.
- c. Audiovisual means a product containing visual imagery or sound or both.
- d. The SUBRECIPIENT acknowledgement must contain a disclaimer that says: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the USDA Forest Service".

- e. Language shall read:

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

E. PROPERTY STANDARDS

1. Equipment and Real Property

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

2. Insurance Coverage

- a. The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from loss due to theft, fraud and/or undue physical damage. SUBRECIPIENT shall carry insurance on its own assets in

commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

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

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.
2. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.
4. The matching or cost share portion must be reported based upon

the Budget Plan submitted with the APPLICATION.

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

G. GENERAL PROCUREMENT STANDARDS

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

H. PERFORMANCE MONITORING AND REPORTING

1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from <http://forms.fdacs.gov/02018.pdf>.
2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.
3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.

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

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

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

2. Public Access to Records

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

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

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

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written

notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the RECIPIENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this AGREEMENT.

2. Termination

- a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:
 - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;
 - (2) Fails, to timely fulfill its obligations under the AGREEMENT;
 - (3) Improperly or illegally uses funds provided under this AGREEMENT; or
 - (4) Submits reports that are incorrect in any material respect.
- b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

3. Financial Consequences

- a. If final paperwork is not submitted within 45 days of completion of the project, payment to the SUBRECIPIENT will NOT be made.
- b. Financial penalties for not completing Deliverables will be

calculated by dividing the total award amount by the number of Deliverables unless otherwise noted in the Scope of Work. The financial penalty for missing Deliverables will be applied to the final payment.

K. CLOSE OUT

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

2. Post-close Out Adjustments

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

L. AUDIT REQUIREMENTS

1. Audit Provisions

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

- f. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

- a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards, including federal resources received from the RECIPIENT.
- b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

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

4. Frequency of Audits

- a. Audits shall be performed annually to meet this requirement.

5. Sanctions

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

6. Subrecipient Responsibilities

- a. The SUBRECIPIENT shall arrange for the audit to be conducted in a timely manner and submitted as required in 2

CFR, 200.512.

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

7. Audit Findings Follow-up

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

8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 - Data

Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the SUBRECIPIENT, its federal programs and the results of the audit.

- c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit requirements, the data was prepared in accordance with 2 CFR, 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.
- d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and data collection form described in Appendix X to 2 CFR, Part 200.
- e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <http://harvester.census.gov/fac/>.
- f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, or its designee, Chief Financial Officer or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the RECIPIENT.

M. GENERAL CONDITIONS

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

been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
6. The SUBRECIPIENT is informed that the employment of unauthorized aliens by any SUBRECIPIENT is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the AGREEMENT.
7. The SUBRECIPIENT is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.
8. This AGREEMENT is contingent upon the availability of funding from the federal agency. The AGREEMENT may be terminated if funding from the federal agency is reduced or terminated.
9. The SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower

tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

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

N. PLANTING AND MAINTENANCE (IF APPLICABLE)

1. For installed tree or plant materials, a sixty (60) day grow-in-period and a Certification of Acceptance will be required after the project is completed. The planting and maintenance terms of this AGREEMENT start on the date of the Certification of Acceptance and continue for a period of three (3) years.
2. SUBRECIPIENT agrees to repair, or remove and replace at its expense, all or part of the project that falls below Standards. SUBRECIPIENT agrees to take basic precautions and actions as necessary to keep trees and plants free of disease and harmful insects. In the event any part or parts of the project, including all trees and plants, must be removed and replaced for any reason, replacements must meet the same grade, size, quality and other requirements as stipulated in the original plans and specifications.
3. SUBRECIPIENT will at all times maintain a safe work area and be responsible for oversight of litter and debris removal. Keep the grounds free of weeds. Mow or cut grasses to the proper length.
4. The above referenced responsibilities and functions to be performed by SUBRECIPIENT are subject to periodic inspections

by the RECIPIENT. It is the intent of the parties that SUBRECIPIENT will be the owner of the plantings and other installations included in the grant application.

a. **Planting**

- (1) **Site Factors:** Site factors influence long-term survivability. Check each site for mechanical, irrigation lines, electrical overhead and underground utilities, sidewalks, sign conflicts, traffic visibility, light poles, rights-of-way, all hardscape improvements, site size, water table and specific tree space requirements.
- (2) **Start with Quality Grade Trees:** All planting stock or replacement stock must be Florida Grade #1 or better. Select trees with a quality trunk form, branch arrangement and canopy uniformity.
- (3) **Tree Shipping, Handling and on-site Storage:** Trees should be protected during shipping by a tarp or shipped in an enclosed truck. Trees should never be lifted by the trunk. Lift using root ball straps or container handles. On the jobsite, store trees upright, in the shade, and irrigate twice daily with 5 gallons per caliper inch applied to the root ball until planting. Inspect root system quality. Check for kinked and/or circling roots. Do not store trees on asphalt.
- (4) **Tree Preparation:** All synthetic or non-biodegradable material such as nylon rope, synthetic wrap, treated burlap; black weed cloth liner, plastic wrap, string, strapping etc., must be removed from the root ball before planting. Remove all biodegradable material from the upper 1/3 of the root ball.

Cut or shave circling roots before planting. Prune roots that circle or dive into soil. These roots could cause stability and health problems later.

Take precautions to separate materials extending above the soil surface where they can act as a wick and dry the surrounding soil.

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

- (5) **Planting Hole Preparation:** The planting hole should be at least three times the diameter of the root ball (where possible). Tree pit depth should be at or slightly less than the depth as the root ball. Place planting ball on existing soil so the tree will not settle. In no case should the trunk flair or first root emerging from the trunk be below the soil level.

Remove large rocks from the hole. Place the tree or palm in the center of the planting tree pit. Position the top of the root ball at or slightly above the surrounding soil surface.

Check to ensure the tree is positioned straight in the hole. Backfill with non-contaminated existing soil. When the hole is half full, slowly water and work the saturated soil.

Place no soil over the root ball at planting. Use of large amounts of organic matter in the backfill is not recommended. Secure the soil around the roots, and provide nourishment, water immediately after planting with 5 gallons of water per caliper inch. Rake the soil evenly around the entire planting area.

b. **Finishing Planting**

- (1) **Mulch:** Mulch an area at least two feet or 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. Do not pile mulch directly against the tree trunk. Replenish mulch as it decomposes maintaining a 2-4" layer over the life of the project.
- (2) **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. For palm staking and bracing: Wrap 5 layers of burlap under wood battens connected with steel bands. Adjust wood brace length to fit palm pounded into the ground then, toenail to the battens.

Use commercially available elastic materials for strapping or ties equally placed around the tree that allows for movement and increases in tree diameter. 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.

- (3) **Pruning:** At the time of planting, remove only dead, diseased, damaged, rubbing, cross branches or fronds. After planting, remove sucker sprouts observed around the base of the tree.

Begin corrective/structural pruning approximately one year after planting. When pruning, do not remove more than 1/3 of the live crown during any one growing season.

- (4) **Watering:** Start a regular watering schedule and follow it. Slow deep watering is recommended. Additional water will be needed during hot or dry periods. Promote tree root growth and stability by watering outward away from the trunk to the surrounding soil area. As the tree or palm establishes itself and grows, watering adjacent soil encourages root spread.

Different species of trees or palms and/or soil types need various degrees of watering. Monitor soil moisture, evaluate tree, and adjust irrigation schedules as needed. Non-irrigated sites need to be watched more closely.

- (5) **Fertilizing:** Begin a fertilization program in the first year of planting. Broadcast fertilizing or fertilizer plugs or stakes are recommended. Fertilize lightly after the first year. Administer a balanced fertilizer. Fertilizer application rates should be based on the size of the tree or palm and their specific nutrient requirements. If micronutrient deficiencies are suspected, conduct a soil test, assess the results and revise the fertilization scheme.

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

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

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

In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, the clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties hereto.

Special Conditions: See attachment _____ or _____ N/A

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

The Grant Manager for the RECIPIENT is Will Liner and is located at Florida Forest Service, 3125 Conner Boulevard, C-25, Tallahassee, Florida, 32399-1650.

The Grant Manager for the SUBRECIPIENT is Grant Wenrick and is located at Orange County Board of County Commissioners, 4801 West Colonial Drive, Orlando, Florida, 32808.

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from the U.S. Department of Agriculture/U.S. Forest Service, federal financial assistance funding opportunity under FAIN #20-DG-11083112-001 and Catalog of Federal Domestic Assistance number 10.664, Cooperative Forestry Assistance.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE SUBRECIPIENT
AND CONSUMER SERVICES

Anthony Pardo
Signature

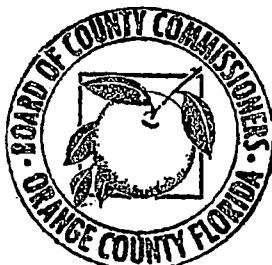
Director of Administration
Title

4/22/2021
Date

Bruno B. B. B.
Signature

County Administrator
Title

JUN 08 2021
Date



ATTACHMENT A

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 20-DG-11083112-001-A		2. Subrecipient FEIN: 59-6000-773			
3. Subrecipient Legal Name: Orange County Board of County Commissioners (Division of Parks and Recreation)					
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.					
Performance Measures					
Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures
1 - Plant (40) Live Oaks		Plant (40) 30-Gallon Live Oaks		\$308	Greater shade, cooling, environmental
2 - Plant (40) Slash Pine		Plant (40) 30-Gallon Slash Pine		\$308	Greater shade, cooling, environmental
3 - Plant (40) Sabal Palm		Plant (40) Sabal Palm		\$308	Greater shade, cooling, environmental
4 - Irrigation Adjustments		Adjust Irrigation to Water Trees		\$2,000 Lump Sum	Long term livability of trees
5 - Staff Watering Time		Water in trees - supplies		\$1,040 Lump Sum	Long term livability of trees
ABOVE COSTS REPRESENT					
TOTAL COSTS 50/50					
WITH 50% BY					
ORANGE COUNTY					
Describe in detail the activity or work to be conducted.					
<p>Orange County parks desires to plant 120 trees total during the early award period. The tree variety includes 40 Live Oak Trees, 40 Slash Pine Trees and 40 Sabal Palm Trees all native to Central Florida. The primary installation will be by licensed and insured landscape contractor. The locations are shown on the overall Masterplan Planting Map and subsequent aerial drawings. One of the primary goals of the plan is to provide for the reforestation of over 200+ trees that have been lost. These proposed trees will provide greater shade and cooling along walks and parking areas. The timeline for planting should take no more than 2 to 3 work weeks. Where irrigation is nearby tree bubblers will be added for about 40 of the trees. The other trees will be watered and established by a water truck. Staff is prepared to take care of the trees in perpetuity. The trees will be installed according to best management practices according to the Florida Grades and Standards.</p>					



**Florida Department of Agriculture and Consumer Services
Division of Administration**

**NICOLE "NIKKI" FRIED
COMMISSIONER**

1. Federal Financial Assistance Funding Opportunity Number: 20-DG-11083112-001-A	2. Amount of funds requested for this project: \$20,000
3. Subrecipient Legal Name: Orange County Board of County Commissioners	
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.	
<p>Project Narrative:</p> <p>Orange County's Barnett Park is located a few miles west of the downtown Orlando area and serves as a 158-acre "Central Park" to many residents in the area. The park is widely used by a diverse group of users morning, noon and night. Barnett Park is also the administrative headquarters for the 100+ park facilities that are managed countywide. Some of the current key amenities in the park include; an Orlando Magic indoor basketball courts, splash pad, outdoor basketball and tennis, golf practice cage, frisbee golf course, boat ramp, multi-purpose fields, 5 playground areas and numerous walking paths connecting all the areas.</p> <p>It is around these amenities that Orange County Parks & Recreation desires to plant up to 120 trees. The tree mix would be comprised of 3 main types of native trees; Live Oak (40), Slash Pine (40) and Sabal Palms (40) Over the years, since the late 1990's, the park has lost over 200 trees due to lightning, age and pests that should be replaced.</p> <p>The project need is that Barnett Park serves thousands of people in the heart of the Orlando metro area. The outcome would be enhanced recreation, shade, cooling and environmental benefits. The plan of action would be to attain 2 or 3 qualified estimates from licensed and insured contractors for installation. (Our Parks staff is great at maintenance but acquiring a contractor will get the job done in 2 or 3 weeks) All trees will be Florida No. 1 and planted to Grades and Standards specifications. Sabal Palms will be 8-10 feet clear trunk. The establishment period will actually take up to 6 months or more. The staff and contractors have 20 to 30-plus years experience each installing landscapes.</p>	

ATTACHMENT B

**Florida Department of Agriculture and Consumer Services
Division of Administration**



**NICOLE "NIKKI" FRIED
COMMISSIONER**

BUDGET PLAN

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 20-DG-11083112-001-A			Subrecipient FEIN: 59-6000773	
Subrecipient Legal Name: Orange County Board of County Commissioners (Division of Parks and Recreation)				
Category/Description	Cost per Unit	Number of Units	Grant Amount	Match Amount
Personnel -				
Fringe Benefits -				
Travel (not authorized)				
Equipment (not authorized)				
Supplies -				
Contractual (if authorized) -				
Trees -			\$20,000	\$20,000
Other Expenses -				
Total Direct Charges				
Indirect Charges -				
Total Amount			\$20,000	\$20,000



Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

**FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA)**

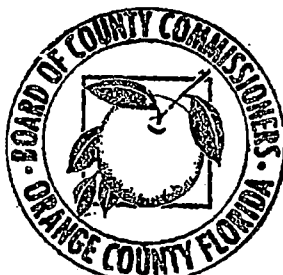
2 CFR 200

1. Federal Award Identification Number (FAIN): 20-DG-11083112-001		2. Federal Award Number: 27014	
3. Recipient: Florida Forest Service 3125 Conner Boulevard, C-25 Tallahassee, FL 32399-1650		4. Recipient Grant Manager: Name: Will Liner Email: will.liner@fdacs.gov Phone: 850-681-5881	
5. Subrecipient: Name: Orange County Board of County Commissioners Address: 4801 West Colonial Drive City, State, Zip + 4: Orlando, Florida 32808		6. Subrecipient Authorized Representative: Name: Grant Wenrick Email: Grant.Wenrick@ocfl.net Phone: 407-836-6242	
7. Subrecipient FEIN: 59-6000773		8. Subrecipient DUNS Number: 064797251	
9. Primary Performance Location, if different than (12) below: Address: Barnett Park/4801 West Colonial Drive City: Orlando State: Florida Zip code + 4: 32808			
10. County of Primary Performance: Orange		11. Congressional District: 10	
12. Performance in multiple counties: Yes or No. If yes, indicate the counties. No			

I certify that the above information is correct.

Nicole "Nikki" Fried
Authorized Signature

JUN 08 2021
Date





Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

**FEDERAL FINANCIAL ASSISTANCE AGREEMENT
FACT SHEET**

1. Federal Award Identification Number (FAIN): 20-DG-11083112-001		2. Federal Award Number: 27014	
3. Federal Award Agency: USDA Forest Service		4. Federal Award Title: Consolidated Payment Grant	
5. Federal Award Project Description: Technical and financial assistance to state forestry agencies			
6. CFDA Program Title: Cooperative Forestry Assistance			
7. CFDA Number: 10.664	8. Federal Award Date: 10/01/19	9. Federal Award Amount: \$774,372.00	
10. Recipient: Florida Forest Service 3125 Conner Boulevard, C-25 Tallahassee, FL 32399-1650		11. Recipient Grant Manager: Name: Will Liner Email: will.liner@fdacs.gov Phone: 850-681-5881	
12. Subrecipient: Name: Orange County Board of County Commissioners Address: 4801 West Colonial Drive City, State, Zip + 4: Orlando, Florida 32808		13. Subrecipient Authorized Representative: Name: Grant Wenrick Email: Grant.Wenrick@ocfl.net Phone: 407-836-6242	
14. Subrecipient FEIN: 59-6000773		15. Subrecipient DUNS Number: 064797251	
16. Subrecipient Agreement Number:		17. Subrecipient Award Amount: \$20,000.00	
18. Subrecipient Project Title: Barnett Park Reforestation Project			
19. Subrecipient Period of Performance: Upon execution through 02/28/22		20. Research and Development Award: N/A	
21. Approved indirect cost rate: 5%		22. Subrecipient Matching Amount: \$20,000.00	

I certify that the above information is correct.

Nicole "Nikki" Fried

Authorized Signature

JUN 08 2021

Date

FDACS-02039 06/18

