



APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: November 29, 2016

November 10, 2016

AGENDA ITEM

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

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department *JVW*

CONTACT PERSON: Lori Cuniff, CEP, CHMM, Deputy Director
Community, Environmental and Development
Services Department
(407) 836-1405 *L Cuniff*

SUBJECT: November 29, 2016 – Consent Item
Grant from Florida Forest Service – Protecting and Restoring
Urban Tree Canopy for Stormwater Management

Orange County was selected as a recipient of a grant from the Florida Forest Service (FFS) to participate in a study that seeks to link urban tree canopy to stormwater mitigation, specifically for communities with Municipal Separate Storm Sewer Systems (MS4). The project, which encompasses seven southern states, including Florida, is being sponsored by the U.S. Forest Service (USFS). Generally, no more than two municipalities were selected from each of the participating states; however, the FFS decided to reallocate some of their grant funding designated for local governments to allow Orange County to participate.

The Green Infrastructure Center (GIC), a 501(c)(3) non-profit, was selected by the USFS to lead the project in order to provide consistency and comparability of data across the study areas. GIC will provide technical assistance that will include development of the following: updated tree canopy and impervious land cover map used to map current canopy and analyze runoff, stormwater benefits and potential for mitigating stormwater; potential planting areas map to use in strategic planning to set future canopy goals; codes and ordinance audit for urban trees to facilitate better management and care; workshops with a local committee to provide education and solicit input; model ordinance language or other program/policy documents for using trees to meet stormwater regulations; written step-by-step strategy and methodology for linking urban forest systems to urban MS4 requirements; and development of a case study of the project suitable for sharing at workshops with elected and appointed officials, other agencies and stakeholders.

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November 29, 2016 - Consent Item

Grant from Florida Forest Service – Protecting and Restoring Urban Tree Canopy for Stormwater Management

The study will encompass the entire unincorporated area of Orange County. All work must be completed by August 31, 2017. A total of \$49,875 will be provided to Orange County through the grant. Since the source of funding is the federal government, Orange County will be considered a sub-recipient for the grant. The grant agreement indicates that all the funding received is to be used to compensate GIC for their efforts in support of the project. Orange County will be required to match that contribution in-kind consisting of hours spent by Orange County's technical review committee and others assisting with the project. In addition, a portion of the grant match will come through funding that the Environmental Protection Division has spent to have an Orange County term contractor, Natural Resources Planning Services, Inc., conduct a tree survey that will assess the health and environmental benefits of the urban forest within the urban service area of unincorporated parts of the County. Orange County's Environmental Protection Division is using some of its General Fund resources to conduct the tree inventory.

The study is expected to help inform a number of Orange County's commitments and ongoing efforts, including MS4 permit compliance requirements, Basin Management Action Plans, Total Maximum Daily Loads (TMDL) compliance, the development of Orange Code, and Orange County's "Our Home for Life" sustainability plan, which includes a strategy to "Promote urban forestry and expand tree canopy."

The Agreement was reviewed by the County Attorney and approved as to form.

ACTION REQUESTED: **Approval and execution of Florida Department of Agriculture and Consumer Services Division of Administration Federal Financial Assistance Subrecipient Agreement by and between the Florida Department of Agriculture and Consumer Services and Orange County in the amount of \$49,875, relating to a study involving protecting and restoring urban tree canopy for stormwater management and authorization for the Community, Environmental and Development Services Department Deputy Director to approve non-substantial amendments. All Districts**

JVW/LC: mg

Attachment

BCC Mtg. Date: November 29, 2016



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FDACS CONTRACT #

024021

**FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT**

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this 6th day of JANUARY, 2017 by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and the Orange County Board of County Commissioners, acting on behalf of Orange County, a charter county and political subdivision of the State of Florida, ("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 \$49,875.00. 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 31st day of August of 2017. ("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

The SUBRECIPIENT must provide quantifiable, measureable 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.freshfromflorida.com/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. The SUBRECIPIENT must submit the final claim for reimbursement to the RECIPIENT on or before 45 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 cost 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

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

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."*

Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.

Audiovisual means a product containing visual imagery or sound or both.

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".

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

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.

The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION.

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.

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.

In-kind contributions must be provided by a third party during the period for which they are being claimed.

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.freshfromflorida.com/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

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@FRESHFROMFLORIDA.COM**

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.

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

Audits shall be performed annually to meet this requirement.

5. Sanctions

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.

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 Lou Shepherd and is located at Florida Forest Service, 3125 Conner Boulevard, C-25, Tallahassee, Florida, 32399-1650.

The Grant Manager for the SUBRECIPIENT is David Jones and is located at Orange County, 201 S. Rosalind Avenue, Fourth Floor, Orlando, Florida, 32802.

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 #15-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
AND CONSUMER SERVICES

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

Signature J.B. H

Director of Administration
Title

Date 1.6.17

Signature Ar. Lakhandar

tu Teresa Jacobs, County Mayor
Title

Date 11.29.16



ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of the County Commissioners

By: Katie Smith
Deputy Clerk

Attachment A

Scope of Work Orange County BOCC Protecting & Restoring Urban Tree Canopy for Stormwater Management

This Scope of Work ("SOW") is dated as of the Date of Execution and is attached to and made a part of that certain Federal Financial Assistance Subrecipient Agreement and all attachments thereto (collectively, the "Agreement") by and between Orange County and the Florida Forest Service ("FFS").

I. Introduction

Rapid urbanization and increased climatic fluctuations have led to an increased risk of flooding and degraded water quality. Trees intercept, store, and transpire a significant amount of stormwater. Protecting and restoring urban forests are key stormwater management strategies, resulting in significant cost savings. There are opportunities, and increasing interest, for southern communities to incorporate trees as part of their required stormwater management (MS4) programs.

This project was developed as a regional effort, originally designed to use Landscape Scale Restoration funds (www.fs.fed.us/spf/redesign/fy2016_national_guidance.pdf) to advocate for the use of the urban forest as a stormwater BMP, as part of the required stormwater management (MS4) programs for municipalities. Landscape Scale Restoration funds were insufficient to accomplish the goals of this program in Orange County. Due to the merit of the project, the FFS reallocated funds to conduct this special county wide project. The project will show how tree canopy protection and restoration can help counties with issues such as stormwater compliance, reducing flooding, and meeting TMDL targets for impaired waters. This is one of three pilot projects. FFS funding assures these three pilot projects will be completed in Florida, linking urban forest management to stormwater mandates. The project will use remote sensing analysis to create urban canopy data; code and ordinance audits will be completed; stakeholder facilitation, ordinance amendments and a strategic plan will also be developed. Local government partners will be assisted to establish goals, map urban tree canopy and generate statistics on the stormwater and related benefits, conduct risk analysis for future loss, and establish expansion or management goals to maximize benefits.

II. Background

Federal support to the Florida Urban and Community Forestry (U&CF) Program is authorized by the Cooperative Forestry Assistance Act of 1978 (P.L. 95-313) as amended. The program operates as a cooperative partnership between the FFS and USDA Forest Service, Southern Region. The U&CF Program's goal is to develop, enhance and support sustainable urban and community forestry programs throughout Florida by encouraging citizen and community involvement. The goal of this project is to engage local government in active urban forest management and encourage retention of urban trees and forested land by incorporating urban forest management into existing stormwater management programs (i.e. Municipal Separate Storm Sewer Systems (MS4) programs).

This SOW specifically identifies the professional services provided by Green Infrastructure Center (GIC), named partner accepted by the US Forest Service for the Urban Forest Stormwater grant, to Orange County whereby the two organizations will cooperate to provide deliverables in the specified timeline. No time extension is allowed.

The work will contractually be carried out by the Green Infrastructure Center (GIC), a 501(c) 3 that works with local governments, communities, and regional planning organizations, land trusts and developers to evaluate their green infrastructure assets and make plans to conserve them. The GIC uses economic analysis, mapping, and land use planning and asset assessment needed by communities to protect and restore their natural assets, specifically, green infrastructure. The expertise provided by the GIC will help accomplish the FFS strategic goal incorporated in its Forest Action Plan of encouraging the incorporation of forests and green space in land-use planning through the principles of green infrastructure. As per the approved proposal and Federal narrative, the GIC is a partner in completing the project requirements.

III. CONTRACT PERIOD: Date of Execution – August 31, 2017

IV. CONTRACTOR CONTRACT ADMINISTRATOR

Karen Firehock, Executive Director
Green Infrastructure Center Inc.
440 Premier Circle, Suite 220
Charlottesville, VA 22901
Phone: 434.244.0322
Email: Firehock@gicinc.org

V. WORK PLAN

A. Tasks / Activities for Orange County:

- 1) Form a technical review committee made up of county agencies (e.g. planning, engineering, forestry). Convene group for orientation (anticipate at least 6 technical meetings over the project year). Maintain documentation of committee and county contributions to the project.
- 2) Capacity Audits (to be done concurrently).
 - i. Perform data audit (assess all data layers available, especially land cover, tree canopy, storm sewer, etc.)
 - ii. Perform code and ordinance audit – review whether and how trees can be used for stormwater management as well as how well the county's codes and ordinances protect, expand or restore the urban forest (tree ordinances, landscape codes etc.).
- 3) Analysis of current extent of the urban forest: GIC will utilize current high resolution tree canopy or create new canopy data. Determine county's current canopy coverage and calculate stormwater (and related) benefits. Create Possible Planting Area Analysis (PPA) to determine how much canopy could be expanded. Determine potential future stormwater benefits.
- 4) Stormwater and trees calculations methods review: Assess current software (i-Tree, i-Tree Hydro, other reference manuals and models) for determining stormwater uptake. Report results and recommended method.
- 5) Recommendations: Suggest code changes/incentives/programs that can integrate and utilize the urban forest for better stormwater management.

- 6) Outreach and education: Hold community forum(s)/workshops to educate developers, decision makers, community about the proposed approach.
- 7) Write up recommendations: Suggest how local governments can best adopt new programs, codes, processes to better integrate the county's trees as part of their stormwater management program.
- 8) Sharing the work: Create a case booklet and a PowerPoint presentation, which features each of the seven participating states; detailing the project, methodology, lessons learned and best practices for others who wish to do this work. Copies are to be delivered to FFS.
- 9) Present the case booklet at: state forestry conferences, the national Partners in Community Forestry Conference, the American Planning Association, Stormcon (stormwater engineers' conference) and possibly the Water Environment Federation (WEFTech). This is dependent on completion of projects by other states to allow for a comprehensive presentation for the entire southern region.

B. Timeline: Date of Execution to August 31, 2017.

TASKS: Date of Execution – August 31, 2017	
1	Task 1. Form committees of county staff, kick off meeting, project work plan, training
2	Task 2. Capacity Assessments: Perform audits: capacity, data, code and ordinance
3	Task 3. Create/Analyze urban forest canopy
4	Task 4. Create stormwater and tree calculations
5	Task 5. Strategies: Develop and present possible code changes/incentive ideas to local governments
6	Task 6: Hold community forum to share ideas and revise strategies to present to counties
7	Task 7: Write up and present final recommendations
8	Task 8: Create a case study of the participants for later inclusion in the case booklet for the Southern Region and a PowerPoint presentation that features the participating state.
9	Task 9: Present the case studies at a minimum of 3 events.

VI. Roles, Responsibilities and Deliverables
Deliverables of GIC for Orange County:

- 1) A process for integrating trees into the County's stormwater management strategy, each county will get:
- 2) Updated tree canopy and impervious land cover map used to map current canopy and analyze runoff, stormwater benefits and potential for mitigating stormwater (map and GIS digital format) + metadata.

- 3) Potential planting areas map (digital GIS) used for strategic planning to set future canopy goals.
- 4) Codes and Ordinance Audit for urban trees to facilitate better management and care.
- 5) Workshops with local committees to provide education and solicit input.
- 6) Model ordinance language or other program/policy documents for using trees to meet stormwater regulations.
- 7) Written step-by-step strategy and methodology for linking urban forest systems to urban MS4 requirements for the County.
- 8) Case study of the project suitable for sharing at workshops, with elected and appointed officials and other agencies. UF-IFAS and stakeholders.
- 9) The GIC SOW covers all unincorporated areas of Orange County. Municipalities are not included.

VII. Summary of Roles and Responsibilities

GIC	County	FFS	Notes
Develop Tree Canopy Data Layer	Review data/quality assurance	Review work product	Much of this review is on line
Review data	Provide base data for analysis	n/a	County provides existing data – e.g. parcels
Code and ordinance audit	Provide relevant codes and review work.	Review work product	County recommends codes to review
Work with review committee to establish goals	Convene review committee and review results	Attend meeting (if desired)	GIC can assist with facilitation. There will be several meetings (6 or more over the year).
Calculate stormwater and other benefits	Review process and results	Review work product	
Create a potential planting area analysis and calculate potential future benefits	Convene review committee and review results	Review work product	Not an actual plan but a model of potential for informing strategies
Draft recommendations for integrating trees in stormwater management	Recommend future actions for integrating trees in stormwater management	Review work product and make recommendations	Used to create case study
Training in using updating data	Update data, integrate actions into local activities, plans, strategies	Participate in training	All data created to be given to city in GIS and related formats
Write case study	Review and contribute to case study	Review work product and assist in dissemination	Limited copies to be printed/others to be PDF format.

Summary Responsibilities are subject to Agreement Requirements set forth in MOA.

VIII. Project Budget: \$49,875.00

IX. Budget and Match Requirements

The County must prepare documentation showing how it will provide its match. Following are the rules for documenting and submitting the match. The FFS must adhere to these requirements as they have been established by the USDA Forest Service who are the project funders. Match documentation is due every three months and must be received by the FFS – the deadlines will be provided once the project begins.

- 1) The County must use the official reporting form to list receipts, paid invoices and amounts as well as subtotals. (The GIC can provide the electronic form in MS Excel).
- 2) Ensure that copies of invoices and receipts show clearly visible dates and amounts. All invoices and receipts must either show a zero balance or have written verification of payment. If the vendor is not obvious (e.g. Fred's Discount Store), notate what the item was for (e.g. display boards for mounting maps).
- 3) The volunteer form will be provided to record match hours for staff, attendees at meetings etc. Ideally use one sheet for staff and one for volunteers. If a community meeting is held, record names and sign form on behalf of the attendees – a responsible party must certify those persons attended.
- 4) If using rent as a match, provide documentation of rental payment or estimate of square footage dedicated to this project and evidence of fair market value (e.g. class A office space @ \$30/sq. ft. at 20 percent of floor area)
- 5) Only non-federal or non-state sources can be used as a match. For example, if a staff member is funded by a federal grant, their time may not be used as match. Similarly, federal funds cannot be used as a match, nor can federal facilities etc.
- 6) Matches are only appropriate for work or supplies used on this grant. Unrelated work or supplies may not be used as a match.
- 7) Documentation for the match requirement outlined above must be submitted quarterly.

Match documentation can be submitted by email. If submitting digitally, provide scanned copies of receipts.

- X. Data:** In order for GIC to map current and potential future tree canopy, calculate impervious areas and develop the possible planting area analysis, the GIC must obtain a copy of the datasets used by the County such as roads, parcels, zoning etc. The County may choose to sign a data sharing agreement. An agreement form is not required by GIC. The GIC will ensure that all data are kept confidential. All data created for the project becomes the property of the County. The GIC and the state of Florida may represent results in presentations or reports.

- XI. PAYMENT SCHEDULE:** GIC invoices and FFS reimbursement requests paid on a monthly basis, per the Deliverables table. Payments may be made on partial completion of task but percent task complete must be specified. This is a not-to-exceed contract and amounts within categories may be shifted as long as the total amount is not exceeded. Payments will be limited to those outlined in this contract. **Reports and requests for reimbursement to be submitted to the Contract Administrator listed below.**

- XII. CONTRACT ADMINISTRATOR:** All contract related questions should be directed to the Contract Administrator.

David Jones, PE
Environmental Programs Administrator
3165 McCrory Place, Suite 200
Orlando, FL 32803-3727
407-836-1434
david.jones2@ocfl.net

ATTACHMENT B

ORANGE COUNTY BOCC GSI BUDGET

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
<u>PERSONNEL</u>				
Team Leader (Env. Protection)	104 hrs	\$45.96		\$4,779.84
Asst. Team Leader (Planning Div.)	52 hrs	\$23.07		\$1,199.64
Public Works (Stormwater & Engineering)	33.8 hrs	\$23.07		\$779.77
Parks & Recreation	52 hrs	\$23.07		\$1,199.64
CEDS Dept GIS	52 hrs	\$23.07		\$1,199.64
Env. Protection Div.	137.8 hrs (3 people)	\$23.07		\$3,179.05
<u>CONTRACTUAL</u>				
GIC (Green Infrastructure Center)			\$49,875.00	
Tree Inventory & i-Tree Eco Analysis	600 hrs	\$77.50/hr		\$46,500.00
		TOTAL	\$49,875.00	\$58,837.57