

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Florida Wildflower Foundation Grant Agreement

DEPARTMENT: Fiscal Services **DIVISION:** Grants Administration

AUTHORIZED BY: Lisa Spriggs  **CONTACT:** Jennifer Bero  **EXT.** 7125

Agenda Date <u>11/07/06</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
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MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Agreement between the Florida Wildflower Foundation and Seminole County, and approve the coordinating budget amendment request.

[Dept Contact: Colleen Rotella, Community Resources Manager (407) 665-7351]

BACKGROUND:

The Florida Wildflower Foundation provides grant funding to support wildflower research, education, and community planting projects. The Foundation encourages an increased use and knowledge of Florida native flowering herbs, grasses, and native plants in roadside and urban beautification projects. Seminole County's Natural Lands Program applied for this non-matching grant and was selected for funding.

The \$7,500 grant award provides for purchasing, planting, and maintaining the wildflower portion of the garden at the Geneva Wilderness Center. The grant will also fund the cost for signage--educational signs identifying the plants and its flowers, acknowledgement of funding by the Florida Wildflower Foundation, and signs denoting the donations of services and products provided by corporate sponsors.

For the funds to be received, the Board must approve and authorize the Chairman to execute an agreement with the Florida Wildflower Foundation, Inc. A coordinating budget amendment request is attached for approval to allocate the anticipated revenue and expenditures.

Reviewed by:	
Co Atty:	_____
DFS:	_____
Other:	_____
DCM:	_____
CM:	<u>Coe</u>
File No.	<u>CFSG01</u>

2006-R-

BUDGET AMENDMENT REQUEST

DFS Recommendation	
B Segal <i>BS</i>	10-17-06
Analyst	Date
Budget Mgr <i>[Signature]</i>	10/19/06
	Date
Director <i>[Signature]</i>	
	Date

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Planning & Development**
Fund(s): 00103 Natural Lands Endowment

PURPOSE: To recognize receipt of revenue of \$7,500 which represents a grant from the Florida Wildflower Foundation. This grant will contribute to the expanded use of native wildflowers and plants in appropriate cultivated landscapes at 3485 North County Road 426, Geneva, FL

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
00103-337900		Local Grants & Aids	7,500
Total Sources			7,500

Uses:

Account Number	Project #	Account Title	Amount
00103-113010.530520		Operating Supplies	6,000
00103-113010.530340		Contracted Services	1,500
Total Uses			7,500

BUDGET AMENDMENT RESOLUTION

This Resolution, 2006-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the
Board of County Commissioners

By: _____
Carlton Henley
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____



FLORIDA WILDFLOWER FOUNDATION

September 14, 2006

Ms Amy Raub
Seminole County Natural Lands Program
3485 N. CR 426
Geneva, Florida 32732

Re: #P-003-06 "Native Plant Demonstration
Garden"

Dear Ms Raub:

Congratulations, I'm pleased to inform you on behalf of the Council that the attached Planting Grant Proposal has been approved for funding in the amount of \$7,500.00. We feel this work will definitely contribute to the expanded use of native wildflowers and plants in appropriate cultivated landscapes.

Attached you will find a contract which must be executed and the original returned prior to issuance of the funds. Once you return this letter with the executed contract and appropriate signatures, the Council Treasurer will send to your designated budget office the total amount awarded.

We look forward to working with you and hearing about your findings. A status or progress report on the project will be due June 1, 2007. Electronic submission is encouraged, for ease of circulation. A year-end report on this fiscal year's research results will be due September 23, 2007. This report should include as much data analysis as available at the time. Such reports are posted on the Council's website and may be posted elsewhere as well (e.g., on your website, with a courtesy acknowledgment of Council support).



Page 2
September 14, 2006
A. Raub

If you have any questions about details of the Council's grant process, please feel free to contact me at the Florida Wildflower Foundation, Inc., which handles administrative functions for the Council.

Sincerely,



Gary L. Henry, Executive Director
Florida Wildflower Foundation, Inc
1126 Brandt Drive, Tallahassee, FL 32308
(850) 877-7101; maximumH@WorldNet.Att.Net

Attachments

cc: Chairman MacKay,
Treasurer C. Schaag
Committee Chair, J. Caster



**SEMINOLE COUNTY/FLORIDA WILDFLOWER FOUNDATION, INC.
NATURAL LANDS WILDFLOWER DEMONSTRATION PROGRAM GRANT FUNDING AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as the "COUNTY," and **FLORIDA WILDFLOWER FOUNDATION, INC.**, a Florida non-profit corporation, whose address is 1126 Brandt Drive, Tallahassee, Florida 32308, hereinafter referred to as "FOUNDATION".

W I T N E S S E T H:

WHEREAS, COUNTY owns and manages several significant tracts of environmentally sensitive and aesthetic wilderness preserves and extensive trail systems, including particularly the Geneva Wilderness Area; and

WHEREAS, FOUNDATION, through its affiliation with the State of Florida Wildflower Advisory Council, expects to have funding available for use by COUNTY in beautifying a portion of the Geneva Wilderness Area through the planting of a wildflower garden; and

WHEREAS, COUNTY and FOUNDATION wish to collaborate in a venture of planting a large, native species, wildflower garden in the Ed Yarborough Nature Center within the Geneva Wilderness Area for beautification and environmental education purposes using funding provided by this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, the COUNTY and FOUNDATION agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of the agreement upon which the parties have relied.

Section 2. Definitions.

(a) **"Grant"** shall mean the funds provided to COUNTY by FOUNDATION in the amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) to be remitted in two (2) installments with one-half of said amount as an advance payment upon execution of this Agreement and the remainder as reimbursement within thirty (30) days of FOUNDATION's approval of the completed Project and supporting documentation.

(b) **"Parties"** shall mean FOUNDATION and the COUNTY with respect to this Agreement.

(c) **"Project"** shall mean the preparation, planting, cultivation and irrigation of a native species wildflower garden as part of a larger demonstration garden for the education of the public concerning alternative, environmentally friendly, xeriscape landscaping. Project shall also include installation of signage throughout the garden. Project location shall be at the Ed Yarborough Nature Center, Geneva Wilderness Area, 3485 N. County Road 426, Geneva, Florida 32732. The Project is more fully described in Exhibit "A" to this Agreement, which Exhibit is fully incorporated herein by reference.

Section 3. Statement of Work. COUNTY, shall perform or cause to be performed the Project, as defined above and described in Exhibit "A", according to the specifications set forth in said Exhibit "A". The Project shall be completed no later than the expiration of this

Agreement, December 31, 2007. Project services shall be performed, except as otherwise specifically stated herein, by COUNTY itself or only by persons or instrumentalities solely under the dominion and control of COUNTY. Execution of this Agreement and performance of the Project shall be a condition precedent to any distribution of any Grant funds by FOUNDATION to COUNTY. Failure of COUNTY to comply with this provision shall constitute an event of default and shall be grounds for termination of this Agreement.

Section 4. Term. This Agreement shall become effective upon the execution by both Parties and shall be deemed as being in effect as of the date and year first above written. This Agreement shall expire on December 31, 2007, unless renewed or extended by amendment as provided in Section 19 hereof. The foregoing notwithstanding, Sections 8, 9, 12 and 16 of this Agreement shall remain effective for their purposes beyond the termination date.

Section 5. Payment.

(a) FOUNDATION shall advance or reimburse COUNTY for Project costs, upon receipt of appropriate invoicing and documentation, an amount not to exceed SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) per the terms of the Grant as defined in Section 2(a), above and Exhibit "A" of this Agreement.

(b) Payment shall only be rendered for Project materials and services authorized in Exhibits "A".

(c) All requests for payment shall be in the form attached hereto as Exhibit "B" and signed by both the COUNTY's Natural Lands Program Manager and Grants Coordinator. All invoices from outside vendors accom-

panying such request for payment shall have been signed by the vendor seeking payment from COUNTY.

(d) Upon acceptable receipt of the documentation required by this Section, FOUNDATION shall initiate the payment process. Payment to the COUNTY shall be as soon as practicable after receipt of all required documentation but in no event longer than thirty (30) days from receipt unless FOUNDATION disputes the billing in good faith.

Section 6. Compliance With Local And State Laws. During the execution and implementation of this Agreement, both Parties shall comply with all applicable State and local laws, regulations, ordinances and policies, including but not limited to, the following:

(a) Chapter 112, Florida Statutes, including particularly, Part III thereof entitled "Code of Ethics For Public Officers and Employees".

(b) All ordinances, written procedures and policies issued by the COUNTY regarding the COUNTY's Natural Lands Program.

(c) Chapter 67-37, Florida Administrative Code.

(d) Section 216.347, Florida Statutes (prohibiting use of monies received via this Agreement for lobbying the State Legislature, the judicial branch of State government or a State agency).

(e) Section 220.115, Seminole County Code (prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel). Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

Section 7. Project Publicity. COUNTY shall disseminate information about the Project to include appropriate signage, and at a minimum, self-guided nature tours of the completed Project. Any news release,

project sign, or other type of publicity pertaining to the Project shall recognize FOUNDATION as the source of Project funding received by the Seminole County Board of County Commissioners.

Section 8. Maintenance of Records.

(a) The Parties shall, at a minimum, maintain all records required by State and local laws, rules, regulations and procedures.

(b) The Parties shall maintain such records, accounts and property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of all Grant funds and compliance with this Agreement.

(c) All records and contracts, of whatsoever type or nature, required by this Agreement shall be available for audit, inspection and copying at any time during normal business hours and as often as COUNTY, FOUNDATION, or other interested party may deem necessary. The Parties shall retain all records and supporting documentation applicable to this Agreement for a minimum of five (5) years after resolution of any final audit and in accordance with Florida law. If any litigation or claim arising under the subject matter of this Agreement is commenced prior to expiration of the five (5) years and extends beyond such time, the records shall be maintained until resolution of the litigation or claim and any person duly authorized by COUNTY or FOUNDATION shall have full access to and the right to examine the records during such time.

Section 9. Liability. The COUNTY shall not be liable to FOUNDATION or to any person, firm, entity, or corporation who contracts with or who provides goods, money or services to FOUNDATION in connection with the services to be performed hereunder or for debts or claims

accruing to such parties against FOUNDATION. This Agreement shall not create a contractual relationship either express or implied between COUNTY and any other person, firm, or corporation supplying any funding, work, labor, services, goods, or materials to FOUNDATION as a result of services or funding provided to COUNTY hereunder. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming COUNTY as a defendant and nothing in this Agreement or in this Section shall be construed as constituting a waiver of the sovereign immunity conferred on COUNTY by said statute.

Section 10. Indemnification. Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 11. Insurance. Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from the use or misuse of Grant funds or the Project or to otherwise maintain an adequate self-insurance program.

Section 12. Notice to Parties.

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That desig-

nated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

For FOUNDATION:

For COUNTY:

Natural Lands Program Manager
Seminole County Government
3485 N. County Road 426
Geneva, FL 32732
Telephone Number: 407-349-0959

With a copy to:

Grants Coordinator
Fiscal Services Department
Seminole County Government
1101 E. First Street
Sanford, FL 32771
Telephone Number: 407-665-7125

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail.

Section 13. Equal Opportunity Employment. FOUNDATION agrees that it will not discriminate against any employee or applicant for employment for work involving matters under this Agreement because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Section 14. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State and local laws, codes and regulations relating to the performance of this Agreement.

Section 15. Interpretations. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The Parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the Parties occurs.

Section 16. Alternative Dispute Resolution (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for contract claims are set forth in Section 22.239, "Contract Claims", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement.

(b) FOUNDATION agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which FOUNDATION had knowledge and failed to present during the COUNTY ADR procedures.

Section 17. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void and deemed separable from the remaining covenants or provisions of this Agreement and in no way affect the validity of the remaining covenants or provisions of this Agreement.

Section 18. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties.

Section 19. Modifications, Amendments or Alterations. Except as expressly provided in Section 12 of this Agreement, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 20. Assignment/Third Party Beneficiaries.

(a) Neither COUNTY nor FOUNDATION shall assign, delegate or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

Section 21. Binding Effect. Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and the successors in interest, transferees and assigns of the Parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any Party.

Section 22. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 23. Unused Funds. In the event that FOUNDATION issues any funds to COUNTY or its vendors which are not expended pursuant to the terms of this Agreement, such funds shall be returned to FOUNDATION on or before December 31, 2007.

Section 24. Availability of Funds. COUNTY acknowledges that funding for this Agreement is from FOUNDATION through the State of Florida Wildflower Council and is largely generated from sale proceeds derived from wildflower license plates, which amount may be subject to fluctuation. COUNTY further acknowledges that FOUNDATION has entered into similar agreements with other organizations for the award and allocation of funds of the type being granted to COUNTY. Although FOUNDATION has not over obligated its Grant funds for the period over which this Agreement extends, it is possible that shortfalls may occur and that FOUNDATION may not have sufficient funds to meet the full amount of Grant funding described herein. Therefore, FOUNDATION'S obligation to make payment or reimbursement hereunder in any particular

month is specifically subject to, and limited by, the above uncertainty of funding. Accordingly, FOUNDATION shall process the Grant payments due COUNTY in chronological order based on receipt of all required information and documentation required by this Agreement and in relation to the timing of payment requests submitted by other entities.

(b) In the event insufficient funding is available to meet the full amount of contracted funding obligations herein, FOUNDATION shall immediately notify COUNTY by Certified U.S. Mail, sent within twenty-four (24) hours of any such determination. In such circumstances, FOUNDATIONS's financial liability to COUNTY shall be limited to those Project costs and obligations incurred up to the date of termination as a percentage of the Grant funding in relation to total Project costs, and either Party shall have the right to terminate this Agreement without further liability to the other.

Section 25. Termination, Breach and Remedies.

(a) COUNTY may terminate this Agreement for good cause upon thirty (30) days prior written notice of intent to terminate delivered to FOUNDATION by certified mail with a return receipt requested or by hand delivery with proof of delivery.

(b) FOUNDATION may terminate this Agreement for good cause, per Section 24 of this Agreement, immediately upon written notice sent to COUNTY. Termination for reasons other than allowed by Section 24, Force Majeure, or other demonstrable good cause, or failure to comply with any terms of this Agreement, shall be deemed a breach of contract.

(c) In the event of termination, COUNTY shall:

(1) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including a final report and accounting of the type otherwise due at the end of the Project without expectation of reimbursement for Project costs or completing said reports beyond the termination date.

(2) Take any other reasonable actions related to the termination of this Agreement as deemed necessary.

(3) Immediately return any unencumbered and unexpended Grant funds to FOUNDATION.

(4) Decease from making any further commitments of Grant funds.

(d) In the event of termination, FOUNDATION shall pay for all completed or unencumbered Project costs as of the date of termination per the requirements of Section 24 hereof.

(e) The following actions shall constitute a breach of this Agreement by COUNTY:

(1) Unauthorized or improper use of Grant funds.

(2) Failure to comply with any requirements of this Agreement.

(3) Unauthorized changes in the scope, orientation or components of the Project.

(4) Submission of negligently or fraudulently prepared invoices or reports to FOUNDATION.

(f) Waiver by either Party of breach of one provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach of the same or another provision of this Agreement and shall not

be construed to be a modification of the terms of this Agreement.

(g) In the event COUNTY breaches this Agreement, FOUNDATION shall have the immediate right to withhold future payments and to terminate this Agreement. FOUNDATION may also send a written demand for refund of all monies previously paid to COUNTY, which shall be remitted within forty (40) days of a final order finding a breach by COUNTY or COUNTY's admission of breach.

(h) The COUNTY reserves all rights afforded by law and equity to enforce the terms of this Agreement and to recover damages in the event of a breach by FOUNDATION.

Section 26. Independent Contractors. The Parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Parties, their employees, agents, subcontractors or assigns during or after the performance of this Agreement.

Section 27. Severability. Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

Section 28. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

Section 29. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

Section 30. Exhibits. Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 31. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 32. Miscellaneous.

(a) The Parties represent to each other that each, respectively, has full right, power and authority to execute this Agreement.

(b) This Agreement shall be construed in accordance with the laws of the State of Florida. The Parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida, Orlando Division as to Federal actions.

(c) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties but this provision shall in no way alter the restrictions hereon in connection with assignment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

ATTEST:

THE FLORIDA WILDFLOWER FOUNDATION

Secretary

By: _____
President

[CORPORATE SEAL]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit "A" - Description of Project
- Exhibit "B" - Request for Payment Form

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Wildflower Grant Application for
Seminole County Government
Natural Lands Program
Native Plant Demonstration Garden

From the
Florida Wildflower Council
Florida Wildflower Foundation, Inc.

July 2006

Project Manager:

Amy Raub, Outreach Coordinator

3485 North County Road 426, Geneva, Florida 32732

araub@seminolecountyfl.gov

GRANT APPLICATION
FLORIDA WILDFLOWER COUNCIL AND
FLORIDA WILDFLOWER FOUNDATION, INC.
Revised January 2006

Application number P-003-06
Date Received 7/22/06

For administration purposes only, please leave the space above this line blank

Proposed Project Title: Native Plant Demonstration Garden

Type of project: circle the category which best describes the dominant theme of the work you propose to undertake.

(Research) (Education) **(Planting)**

Funding level (circle one and state the specific amount you are requesting):

Small Grant (\$1,000 or less). Amount requested: _____

Grants (Over \$1,000 and not exceeding \$50,000). Amount requested: \$7,500.00

Applicant Name (corporate, individual, educational institution, etc.):

Seminole County Natural Lands Program

Project Administrator: Amy Raub

Mailing Address: 3485 N CR 426, Geneva, FL 32732

Street Address: Same

Telephone number: 407-349-0959

E-mail address (not required): araub@seminolecountyfl.gov

Proposed Start Date (after July, 2006): September 1, 2006

Proposed Ending Date (before September 15, 2007): January 1, 2007

Have you or your organization received funding from the Council or Foundation before? Yes _____
No

If you have received funding from the Council or Foundation in the past please describe each instance of funding including the amount, brief statement regarding the project(s), and the outcome.

Monday, June 06, 2005

Project Description

The Seminole County Natural Lands Program (NLP) was formed in 1990 by a voter-approved referendum. Since that time, the NLP has been successful in purchasing over 7,000 acres of land throughout Seminole County for preservation, education and passive recreation.

Environmental Education is one of the largest components of the NLP. The hub of the environmental education program is the Ed Yarborough Nature Center located in Geneva, Florida. This 2,000 square foot facility houses a nature center, exhibit hall and recently added staff offices. The building is surrounded by a bahia grass lawn. The NLP, with the assistance of Glatting, Jackson, Kercher, Anglin, Lopez and Rinehart, Inc., is designing a native demonstration garden to replace the bahia lawn. It is this area that is the focus of the grant project. Please see attached photographs.

The grant project will be a native mosaic of smaller gardens including a water feature, stone path, butterfly garden, native grasses demonstration and alternative turf grass demonstration. In addition, in front of the existing nature center, there will be a xeriscape and fire-resistant demonstration.

Funding requested for this project will be primarily for a planting grant to assist the NLP in purchasing, planting and maintaining the wildflower portion of the garden. There are, however, monies also budgeted for educational signage. The signage will incorporate the identification of the plant and a photograph of its flower, so that if a visitor was visiting in the time the plant was not flowering, they still will have a sense of the overall feel of the garden. The other signage within the garden will denote the donation of services and products from our corporate sponsors and will include an acknowledgement of funding by the Florida Wildflower Advisory Council and the Florida Wildflower Foundation, Inc.

This project has in-kind services and product donation by at least four local corporations and the NLP staff. This will be a true community project that will be a wonderful reflection of the mission of the NLP, the Florida Wildflower Council and the Florida Wildflower Foundation, Inc.

Planting Location and Ownership

The planting location will be at 3485 North County Road 426, Geneva, Florida 32732. The property is owned by the Seminole County Board of County Commissioners. There are no permits required for this project.

Contact Information

Project Manager: Amy Raub, Outreach Coordinator
3485 N CR 426
Geneva, Florida 32732
407-349-0959
araub@seminolecountyfl.gov

Species to be planted

The species to be planted are various sizes and numbers of the wildflowers listed below:
Canna flaccida, *Chamaecrista fasciculata*, *Coreopsis leavenworthii*, *Gaillardia pulchella*, *Helianthus hirsutus*, *Hypericum spp.*, *Liatris spicata*, *Mimosa strigillosa*, and *Rudbeckia hirta*

Planting Dates

Preparation of site will begin on October 15, 2006. Planting will take place on or before November 18, 2006.

Procedures to be followed (soil preparation, arrangements for watering)

Preparation for the planting area will begin a month before the planting. During this time, the NLP staff shall herbicide the bahia grass in order for the grass to be easily removed and replanted with native wildflowers and other plants. In addition, the NLP owns heavy equipment that can remove vegetation as an in-kind service approximately two weeks before planting. This should give the area enough time for planting preparation.

The area to be planted was historically a flatwoods habitat. Therefore, the species planted shall be able to be sustained in that type of habitat with minimal watering, once the plants are established. However, the NLP has partnered with Antelco, Inc. an Australian company who sells micro-irrigation systems. This system will be donated by Antelco, Inc. and the installation service will be donated by Florida Water Systems, Inc. There is a water supply adjacent to the site. It will be this water supply that will be used for irrigation.

Projected benefit including number of people involved or benefited

Each year, thousands of students and citizens visit the Ed Yarborough Nature Center. Whether visitors are here for a field trip, open house or environmental education class, they have a chance to learn about nature by experiencing it. Our nature center houses numerous species of reptiles, fish, amphibians, vivariums, activities and other animal displays. Through these displays and interaction with the animals, visitors have an up close look at species they might not otherwise experience.

While we are primarily requesting a grant for planting, this garden will also act as a teaching tool. Signs and other notations will be placed throughout the garden allowing visitors to walk through the garden, learning about the species as they travel down the paths. The native demonstration garden will be a wonderful addition of native plant life to our curriculum. The garden will be self-guided and visitors will have the opportunity to view the different seasons of plants simply by visiting the nature center. In addition, we fully expect to have an increase in wildlife, including butterflies and birds to this area that is almost void of wildlife at this time.

Last year, thousands of visitors learned about habitats, ecosystems and native plants and animals at the Ed Yarborough Nature Center. It is expected that next year, native gardening will be added to that list. The NLP is very excited about this project and how it has the potential for so much individuals and community partner involvement.

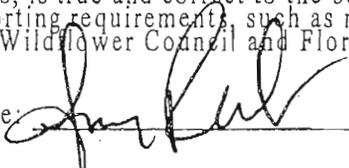
Community and Business Benefits

At this time, we have four corporate sponsors who have donated or will be donating their time, services and products to this project. These businesses benefit from participating in a fulfilling community service project which will be thriving for many years. In addition, the community benefits from experiencing a native planting garden could be planted at their home. Visitors will learn about native plants in a controlled environment and experience new environmentally friendly technology, such as micro-irrigation, that they may never have experienced. These are just a few of the many community and business benefits of what will prove to be a perfect example of environmental awareness, corporate partnership and community involvement.

Is the facility, project, etc., accessible to persons with disabilities? Yes K No _____

CERTIFICATION

I certify that the information contained in this application, including all attachments and support materials, is true and correct to the best of my knowledge and that I will abide by all legal, financial, and reporting requirements, such as matching funds and final reports, for all grants received from the Florida Wildflower Council and Florida Wildflower Foundation, Inc.

Signature:  Date: 7/19/06

INSTRUCTIONS FOR PROJECT DESCRIPTION

Project Descriptions for planting grants: To qualify in this category 51% or more of the requested grant funds must be to purchase, plant, and care or manage wildflowers. Description should not exceed two typed pages and should include, planting location (including address), ownership of the location, contact information for verification of any required approvals; i.e., city property will ordinarily require city approval; DOT right of way will ordinarily require DOT approval, species to be planted, planting dates, procedures to be followed including soil preparation, arrangements for watering, etc.; projected benefit including number of people involved or otherwise benefited, community or business benefits, etc., and a proposed budget describing how the grant will be spent. If necessary provide a map to show where the project is located.

Project Descriptions for education grants: To qualify in this category 51% of the requested grant funds must be for educational programs or materials, and should also include the information discussed above and should be no more than two pages in length. In addition, all education and research grants should include a description of the procedures to be followed, statement of goals and objectives, people involved, benefits to the community, matching funds, in kind contributions, and anticipated outcomes. Applicants for education grants should describe the method or manner by which the educational program or project will be delivered and/or distributed to the target audience which may range from a single class of elementary school students to the general public.

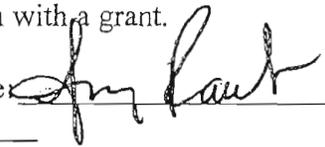
Project Descriptions for Larger Grants: To qualify in this category, applicants should include all information that would be provided for a small grant and should also include attachment A as well as any other documentation to demonstrate the qualifications of the applicant and the personnel who will administer the grant or execute the project, budget details, information showing community support, and other information that in the view of the applicant is sufficiently persuasive to assure that the application will be competitive with other applicants seeking funding in the same grant category.

The Florida Wildflower Advisory Council
And the
Florida Wildflower Foundation, Inc.
www.floridawildflowercouncil.org

Acknowledgement:

In accordance with the terms of award, the Florida Wildflower Foundation, Inc. will provide the requested project budget amount, in advance for projects under \$10,000. Projects over \$10,000 will receive half payment in advance, and the remainder upon receipt of the mid project report when the report is approved by the Foundation.

I understand, that grant awards and their amounts is at the sole discretion of the Florida Wildflower Advisory Council. All applications and reports become property of the Council and Foundation. If awarded a grant, I agree to acknowledge this funding source in all publicity and/or publications. I agree to submit interim, if applicable, and final reports to include detail accounting of money awarded, success, and lessons learned. The Florida Wildflower Advisory Council and the Florida Wildflower Foundation, inc. and its Committee Members shall assume no responsibility or liability for claims of damage, or injury in connection with a grant.

Project Administrator Signature: 

Date: 6/27/06

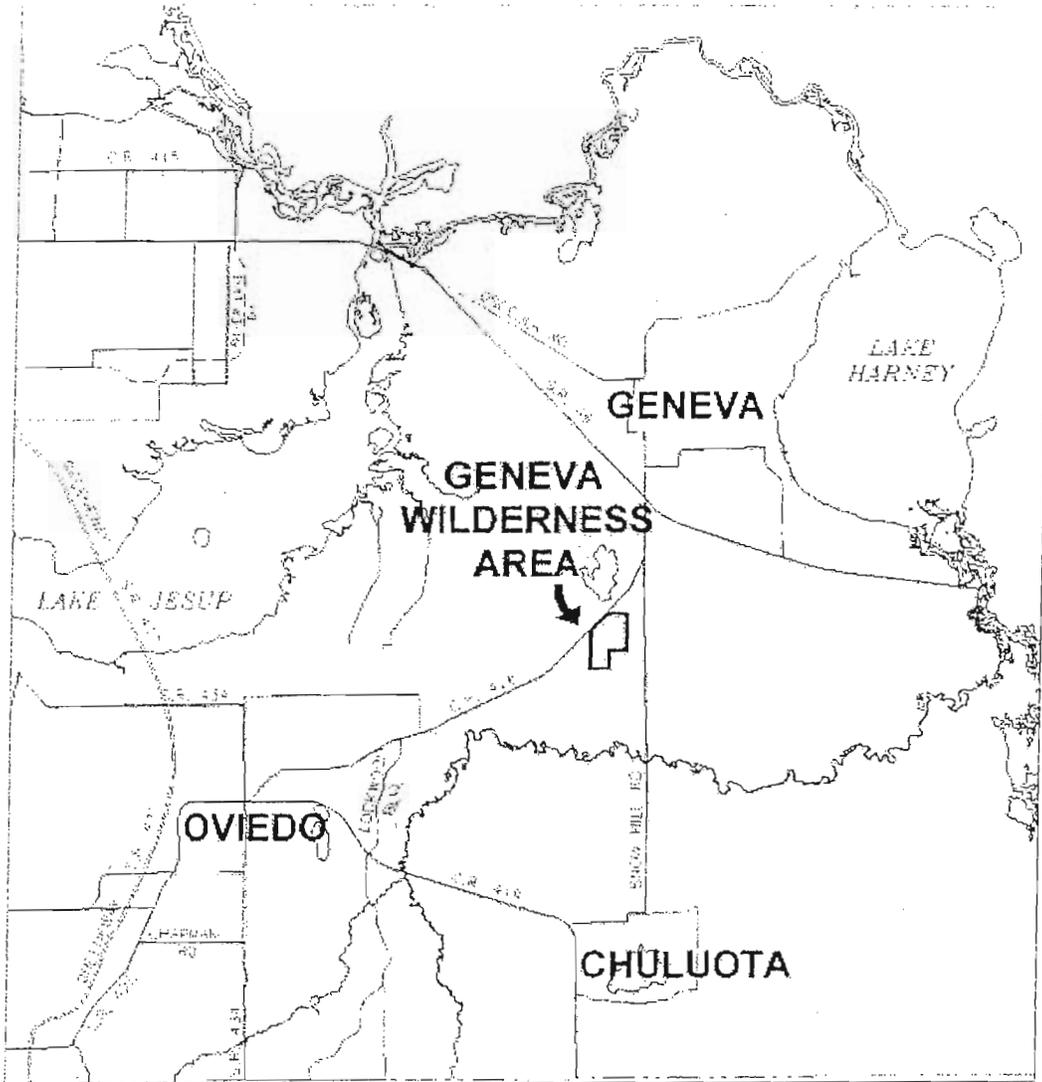
Printed Name: Amy Raub

Address: 3485 NCR 426, Geneva, FL 32732

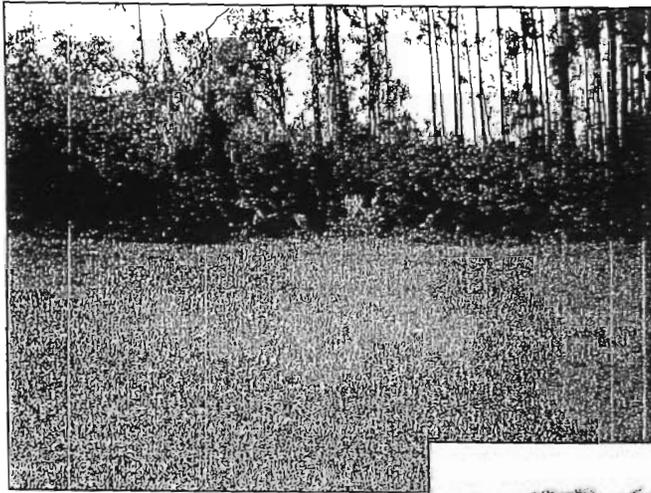
Send Application and Acknowledgement to:

Gary L. Henry, L.A., Executive Director
Florida Wildflower Foundation, Inc.
1126 Brandt Drive
Tallahassee, Florida 32308
(850)877-7101
maximumH@Worldnet.Att.Net

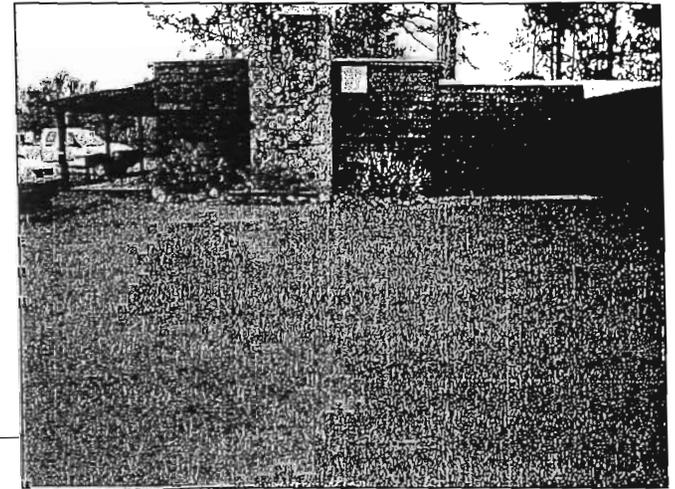
Location Map of Geneva Wilderness Area
3485 N CR 426
Geneva, Florida 32732



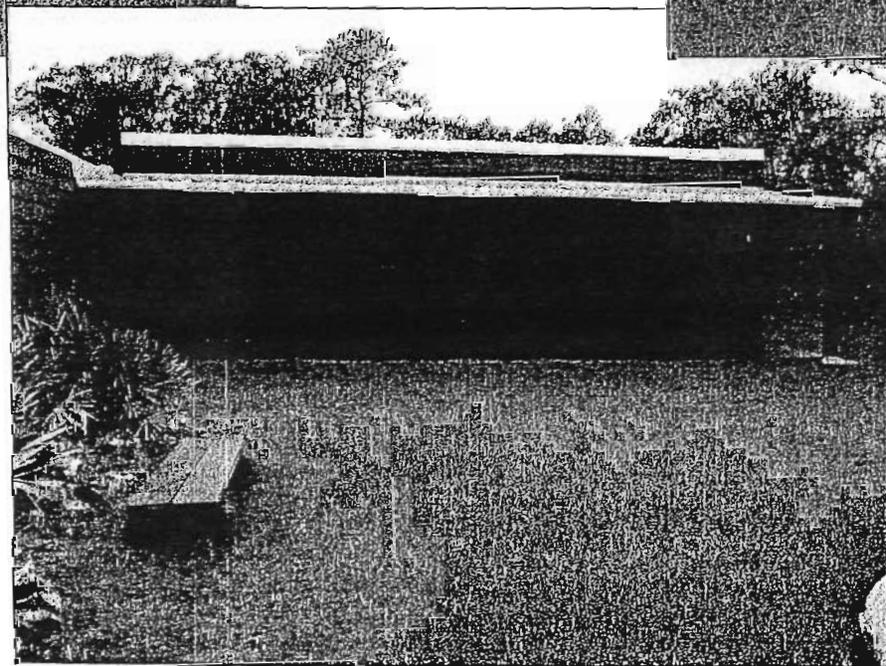
Proposed Native Plant Demonstration Garden



North view of
planting area



South view of
planting area



Front view of planting area

Proposed Budget

Item	Estimated Price	
Wildflower Plants	\$4,500.00	
Education Signage	\$1,500.00	
Management of Site	\$1,500.00	
	Total Amount Requested	\$7,500.00
Donated Product	\$2,000.00	
In-Kind and Volunteer Services	\$5,000.00	
	Total In-Kind Contributions	\$7,000.00
	Total Proposal Cost	\$14,500.00

Grant Proposal Budget Summary

Round amounts to the dollar – do not show cents. Double Check Arithmetic. This budget must balance!

EXPENSES

	FROM PROPOSED GRANT
#1 Plant Purchase	\$ 4,500.00
#2 Educational Signage	\$ 1,500.00
#3 Management of sites	\$ 1,500.00
#4	\$
#5	\$
#6	\$
#7	\$
#8	\$
#9	\$

Attach additional breakdown if necessary *see attached

GRANT EXPENSES

OTHER FUNDING

IN-KIND CONTRIBUTIONS

TOTAL PROPOSAL COST
(Total of State Grant, Cash + in-kind)

\$ 7,500.00
\$
\$ 7,000.00
\$ 14,500.00

*In-Kind and Volunteer contributions are encouraged.

EXHIBIT "B"

REQUEST FOR PAYMENT

Grant Recipient: SEMINOLE COUNTY GOVERNMENT

Type of Activity/Project: Construction and management of native species wildflower demonstration garden at the Ed Yarbrough Nature Center in the Geneva Wilderness Area in eastern Seminole County, Florida.

Amount Requested: _____

Date of Request for Payment: _____

Brief Description of activity for which advance or reimbursement is sought (if outside vendor costs, please attach signed invoices from vendor): _____

Est. Project Completion Date: _____

Submitted By: _____

Natural Lands Program Manager

Grants Coordinator