

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
PARKS AND RECREATION DEPARTMENT**

**TO:** Mayor and City Council

**FROM:** Malcolm Matthews, Director, Parks and Recreation Department

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** Melissa B. Vossmer; Finance; Management and Budget; Legal; File

**SUBJECT:** Ordinance Ratifying Acceptance of \$10,000 Grant from the Texas Forest Service with \$10,000 In-Kind Match for an Urban Forestry Project for the San Antonio Botanical Garden in City Council District 9

**DATE:** January 9, 2003

**SUMMARY AND RECOMMENDATIONS**

This ordinance ratifies the acceptance of a \$10,000 Urban Forestry Partnership Grant from the Texas Forest Service (TFS), with \$10,000 in-kind match, for the San Antonio Botanical Garden (SABG) in City Council District 9.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

This is the third year that the Parks and Recreation Department San Antonio Botanical Garden has been approved for an Urban Forestry Partnership Grant. The grant will provide employment for one year to hire an Urban Forestry Educator at the SABG. The forestry educator will continue an outreach educator program that is responsible for a volunteer-based Master Pruner Program, will maintain a reference collection of trees for the region and will develop a framework for continuing education programs for the public and professionals.

The \$10,000 grant requires an in-kind match of \$10,000 from the City. Last year the approved grant was \$15,000; however, that amount was not available this year. This is the final year that the Urban Forestry Partnership Grant will be offered from the Texas Forest Service.

**POLICY ANALYSIS**

It is the long-standing policy of the City to utilize grant and contract funds to provide services for the residents of our community. Acceptance of this grant from the Texas Forest Service is in compliance with this policy.

### **FISCAL IMPACT**


The Texas Forest Service will provide \$10,000.00 in cash support to hire an Urban Forestry Educator in the City's Department of Parks and Recreation Botanical Garden for FY02/03. The grant requires an in-kind match of \$10,000.00 from the City, which will be met through work time from City staff and volunteers (\$7,500.00), supplemental salary and social security benefit payments (\$1,995.00), and office supplies and communications (\$505.00). The grant is paid on a reimbursement basis and funds are available within the General Fund allocation to the Botanical Garden to cover expenses until the payment is received. Beyond the in-kind match, the grant will place no demands on the City's General Fund during its one-year period.

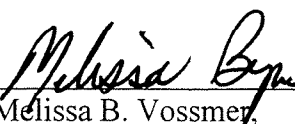
### **COORDINATION**

This grant project was coordinated with the Finance Department on the development of the fund and budget and with the City Attorney on the Urban Forestry Partnership Grant Agreement.

### **SUPPLEMENTARY COMMENTS**

Acceptance of this grant does not require the filing of an Ethics Ordinance Disclosure statement.

  
\_\_\_\_\_  
Malcolm Matthews,  
Director of Parks and Recreation

  
\_\_\_\_\_  
Melissa B. Vossmer,  
Assistant City Manager

Approved:

  
\_\_\_\_\_  
fr Terry M. Brechtel  
City Manager

*Attachment II*

**CITY OF SAN ANTONIO  
PARKS AND RECREATION DEPARTMENT  
URBAN FORESTRY PARTNERSHIP PROJECT**

**Fund No.** 26-007009

**Budget for period** October 1, 2002 through September 30, 2003

<u>INDEX #.</u>	<u>Obj-Code</u>	<u>Current Budget</u>	<u>Additions/ Reductions</u>	<u>Revised Budget</u>
<u>REVENUES</u>				
021667	Texas Forest Service Grant	\$0	\$10,000	\$10,000
073460	City of San Antonio In-Kind Support	<u>\$0</u>	<u>\$10,000</u>	<u>\$10,000</u>
	Total:	\$0	\$20,000	\$20,000
<u>EXPENDITURES</u>				
228015	Temporary Salaries 01-010	\$0	\$11,000	\$11,000
801449	Regular Salary & Wages-In Kind 81-510	\$0	\$7,500	\$7,500
801456	Social Security-In Kind 81-530	\$0	\$995	\$995
801472	Communications-Telephone-In Kind 82-610	\$0	\$200	\$200
801480	Mail and Parcel Post Service-In Kind 82-613	\$0	\$55	\$55
801498	Binding, Printing & Repro.-In Kind 82-681	\$0	\$100	\$100
801506	Office Supplies-In Kind 83-710	\$0	<u>\$150</u>	<u>\$150</u>
	Total:	\$0	\$20,000	\$20,000

Fund Only Index: 002052

Organization Code: 26-11-01

Federal Program  
CFDA Number: 10.664  
Period: 10-01-02 to 9-30-03

Grant Number: 02-10-01  
Grant Amount: \$10,000  
Local Match: \$10,000

## Urban Forestry Partnership Grant Program

A Cooperative Program Between the Texas Forest Service  
And the USDA Forest Service

### GRANT AGREEMENT

This Grant Agreement is hereby entered into by and between the Texas Forest Service (TFS), a Member of The Texas A&M University System, and the San Antonio Botanical Garden, of San Antonio, Texas, hereafter referred to as 'Grantee.'

**Article 1.** All funds must be used for the purposes stated below. Any modification of purpose, final product, grant award, or matching contribution must be requested in writing and approved by the TFS. Grantee must raise the entire balance of funds necessary to complete the budget as proposed, from non-federal sources.

Purpose: To continue support for the outreach educator position, responsible for enhancing the "Master Pruners" course, maintaining the reference collection of recommended urban trees, and developing a framework for continuing education programs for the public and professionals. Grant and local funds will pay salary and benefits for the position. Match will consist of supplies, office expenses, and staff time.

**Article 2.** The \$10,000 grant will be paid on a reimbursement basis upon submission of approved cost records AND a project final report. Interim reports detailing partial project accomplishments and costs will be accepted for partial payment. The amount paid will equal 50% of the approved project costs, not to exceed either the grant amount or the out-of-pocket expenses. The Grantee shall be responsible for a minimum match of \$10,000, in eligible cash purchases or in-kind contributions.

**Article 3.** The Grantee shall be responsible for providing proof-of-payment records for all purchases and in-kind contributions. These include source documentation such as invoices, cancelled checks, paid receipts, payroll or time and attendance records, contract documents, and valuation letters for third-party in-kind contributions. Cost records must be retained for three years following conclusion of the project.

**Article 4.** The Grantee must provide the TFS with an official resolution passed by its governing body that authorizes its representative to execute any agreements associated with this grant and commits the organization to the matching contribution as proposed in the grant application and listed above.

**Article 5.** Applicable federal cost principles (attached OMB A-87 for local governments, OMB A-21 for higher education institutions, or OMB A-122 for nonprofit groups), administrative requirements (attached 7 CFR Part 3016 or 7 CFR Parts 3015/3019), and the Grantee's application will be followed in determining reasonableness, allowability, and allocation of costs. Grantee's procurement procedures must conform to standards defined in these documents and Grantees receiving \$300,000 or more in federal funds must comply with federal Single Audit Act requirements, as detailed in circular OMB A-133.

**Article 6.** The Grantee agrees to comply with all applicable federal laws, as specified in the attached Assurances for Non-Construction Programs. Grantee must certify that they have not been debarred from this or any other federal program, must comply with federal drug-free workplace requirements, and must comply with restrictions on lobbying Congress.

**Article 7.** The Grantee shall submit a final project performance report, a financial summary with supporting documentation, and a copy of any product developed through the grant within 60 days of project completion, or by November 30, 2003, at the latest. (If required, a copy of the Single Audit report covering the grant period must also be submitted.)

**Article 8.** The State Forester and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Grantee which are pertinent to the grant in order to make audits, examinations, excerpts, and transcripts.

**Article 9.** (For tree planting projects only.) The Grantee must provide the TFS with a resolution or letter from the governing body of the entity that owns the property where the trees are to be planted. This document must grant permission to the Grantee to install this planting and commit to providing reasonable protection for the trees.

**Article 10.** (For tree planting projects only.) Exhibit A (Tree Planting Maintenance Specifications), attached hereto and incorporated for all purposes, must be followed and will be used by the TFS to measure performance by the Grantee. Trees must be maintained for three full years following planting. The Grantee must replace any dead trees within the period of this Agreement if the number of live trees falls below 90% of the original number planted and included in project cost reports.

**Article 11.** If a Grantee materially fails to comply with any term of this award, as stated above, the TFS may temporarily withhold cash payments pending correction of the deficiency by Grantee, disallow all or part of the cost of the activity or action not in compliance, wholly or partly suspend or terminate the current award for the Grantee, withhold further awards for the program, demand repayment of the grant, or take other legally available remedies.


Article 12. The Grantee may terminate this entire Agreement, without cause, prior to the expiration of the grant period, upon thirty (30) days written notice. Upon cancellation of this Agreement and release or return of the unexpended grant funds, the Grantee is fully released of all obligations under this Agreement.

Article 13. The Grantee agrees to hold the Texas Forest Service (TFS) harmless from any injury to person or property occurring in connection with project operations by Grantee, its agents, or employees, to the extent allowed by law.

Article 14. If any part of this Agreement shall be deemed to be or shall, in fact, be invalid, inoperative, or unenforceable as applied, such circumstance shall not have the effect of rendering any other provision of this Agreement invalid, inoperative, or unenforceable to any extent whatever.

Acceptance: We accept this grant subject to the terms and provisions stated above.

Grantee:

  
\_\_\_\_\_  
Signature  
  
*Director*  
\_\_\_\_\_  
Title  
  
*San Antonio Parks & Recreation Dept.*  
\_\_\_\_\_  
Organization  
  
*12/6/02*  
\_\_\_\_\_  
Date

Grantor:

\_\_\_\_\_  
James B. Hull  
State Forester  
Texas Forest Service  
  
\_\_\_\_\_  
Date