

TAB 6

POINT PAPER

Urban and Community Forestry Grant Memorandum of Agreement Contract #014041

September 8, 2008

Issue:

City Commission approval is necessary to enter into and execute the above referenced agreement in order to receive \$3,000 grant funds for trees to be planted in specified locations within the City.

Background:

During Community Meetings, residents advised the Mayor and City Commission that they would be interested in the City's installing trees to serve as a landscape buffer at the Waste Water Treatment Plant, and to enhance the landscape medians on Haben Boulevard.

Subsequently, the City Commission adopted resolution #08-15 on May 5, 2008 which authorized the City to apply for a matching Urban and Community Forestry Grant in the amount of \$3,000.

Alternatives:

1. Authorize the Mayor to execute the agreement
2. Take no action

Recommendation: Alternative 1

Budget Impact: Zero (0) budget impact.

The match will consist of \$2,000 that has been budgeted for the purchase of trees and \$1,000 of "in-kind" services (prep, planting, and maintenance to establish the trees).

EXHIBIT 1

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

FDACS CONTRACT #

014041

This Agreement, made and entered into this the _____ day of _____, 20____ by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, hereinafter called the "Department" and the City of Palmetto, hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the Department desires to increase the application of the principles of urban and community forestry by awarding funds to the Contractor for the specific project set forth in grant application Number 08-37, included herein as Exhibit A and by reference made a part hereof:

WHEREAS, the Catalog of Federal Domestic Assistance (CFDA) number is 10.664;

WHEREAS, the six digit Department of Management Services' class/group code commodity catalog control number is 991-365.

WHEREAS, the Department and the Contractor are of the opinion that the citizens of the state would benefit from the implementation of urban and community forestry projects that improve our communities through the proper care of trees and related plant materials;

WHEREAS, the Contractor by Resolution No. 08-15, dated May 5, 2008, has indicated its support of the grant application and authorized its officers to execute this Agreement on its behalf; agree as follows:

- A. Failure by the Contractor to sign and return this agreement, within 60 days upon receipt of the agreement, shall constitute forfeiture of the award.
- B. The contract is valid upon execution through September 30, 2009.
- C. The Contractor has estimated the project cost to be \$6,000 as shown on the grant application budget sheet attached as Exhibit B. The Department agrees to reimburse to the Contractor the total sum of \$3,000 or fifty percent (50%) of the final approved project costs, whichever is less (the "Grant Amount"). The Grant Amount is limited to only those items which are directly related to this project as described in Exhibits "A" and "B". Project costs for which the applicant has already received reimbursement from any other source are not eligible for funding under this grant.
- D. The Contractor agrees to maintain plant materials established as a part of the project for a period of three years and enter into an agreement which designates and sets forth the duties and responsibilities of the parties in maintaining the project.
- E. The project to be performed by the Contractor shall be subject to periodic inspections by the Department. The Contractor shall not change or deviate from the project without written approval by the Department.
- F. The Contractor agrees to submit to the Department an interim report on project accomplishments **quarterly** (September 30, 2008, December 31, 2008, March 31, 2009, June 30, 2009, etc.). Failure to submit a required report or submission of an unsatisfactory report is sufficient grounds for termination of this agreement.

- G. Reimbursements can be made on a quarterly basis, if requested. **No advance payments will be provided.** Applicants must submit a completed reimbursement summary sheet to the Department with sufficient attachments to verify the claims made. These may include invoices, receipts, canceled checks, payroll log sheets, etc. No more than 75 percent of the grant amount will be paid to the Contractor prior to the submission of a completed Certification of Acceptance endorsed by the Department.

The final payment shall be made once the following documents are received:

- (1) Certification of Acceptance endorsed by a Division of Forestry official.
- (2) Final Reimbursement Summary Sheet with attached backup documentation.
- (3) Brief narrative summarizing project accomplishment.
- (4) News release to be submitted to a local publication crediting the U.S. Forest Service for providing funding.
- (5) Letter of appreciation to the local congressional representative.

For installed plant materials, a sixty (60) day grow-in-period will be required after project completion. Certification of Acceptance by the Department may be requested sixty (60) days after project completion.

- H. The Contractor must submit the final claim for reimbursement to the Department on or before November 15, 2009.
- I. The Contractor acknowledges and agrees that public use of all reports or other printed material, videos, audio recordings, films and photographs produced as part of this project shall not be restricted under the copyright laws of the United States of America. All products (brochures, signs, videos, etc.) funded by the Urban and Community Forestry Grant must display a statement that the material has been prepared using Urban and Community Forestry grant funds received through the U.S. Forest Service.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850)488-2020 or Purchasing Office at (850) 488-7552. Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. **Expenses associated with travel and per diem are not eligible.**

Purchases of \$2,500 to \$25,000 shall be carried out documenting two or more written quotations or written record of telephone quotations or informal bids to be opened upon receipt, whenever practical. Competitive sealed bidding is required for all purchases exceeding \$25,000.

Justification must be provided for a sole source award or for an award to a vendor other than the vendor submitting the lowest bid or quote.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Entities (Subrecipients) who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-850-410-9724.

This Agreement may be terminated under any one of the following conditions:

- A. The Department may terminate this contract at any time in the event of the default or failure of the Contractor to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the Department shall provide thirty (30) calendar days written notice of default and shall provide the Contractor the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Department shall have all rights and remedies provided at law or in equity, including without limitation the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
 - 2. Disallow all or part of the cost of the services not in compliance.
 - 3. Wholly or partly suspend or terminate this contract.
- B. The Department shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- C. By either party following sixty (60) calendar days written notice.

In the event this Agreement is terminated before the Department has paid the Contractor the entire Grant Amount, then the Department agrees to pay the Contractor the entire Grant amount, if the project has been completed. If the project has not been completed, the Department shall pay to the Contractor a percentage of the Grant amount equal to the percentage of the project's completion.

Extension of a contract for contractual services shall be in writing for a single period only, not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Department. Renewal costs may not be charged by the Contractor.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through K are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a Contractor subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.
- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, F.S., applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 2 to this agreement indicates state financial assistance awarded through this Department resource by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other Nonstate agencies. State financial assistance does not include Federal direct or pass-through awards and resources received by a Nonstate entity for Federal program matching requirements.
- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate

entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.

- E. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).
- F. Each state awarding agency shall:
- (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
 - (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the department of Agriculture and Consumer Services or its designee, access to such records upon request.
 - (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
 - (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the non-state entities financial reports, management letter, auditee's written responses or corrective action plan, correspondence on the follow-up of prior years corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - (a) The Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, FL 32399-0800

(b) The Auditor General's Office at the following address:
State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

- G. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.
- I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).
- J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

The following provisions of A through H are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 2 to this agreement indicates Federal resources awarded through this Department by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from this Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.
- B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

- C. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from the non-federal resources (i.e., the cost of such an audit must be paid from the Recipient resources obtained from other than Federal entities).
- D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
- (a) The Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800
 - (b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - (c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.
- E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the Department of Agriculture and Consumer Services at the following address:
- The Department of Agriculture and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800
- F. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.
- G. Recipients, when submitting financial reporting packages to the Department of Agriculture and Consumer Services for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 487-1471 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this Agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street, North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

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

The Contractor is informed that the employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

The Contractor is informed that an entity or affiliate who has been placed in the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In accordance with Federal law and U.S. Department of Agriculture (USDA) policy, this Contractor is prohibited from discriminating 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). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326 W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC, 20250-9410, or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

In accordance with Florida Statute 768.28, the Contractor Covenants and agrees that it shall indemnify and hold harmless the Department and all of the Department's officers, agents and employees from any claim, action, neglect or omission by the Contractor during the performance of the Agreements, whether direct or indirect, and whether any person or property to which the Department or said parties may be subject, except that neither the Contractor nor any of its sub-contractors shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department or any of its officers, agents or employees.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the Department of Agriculture and Consumer Services Contract shall be controlling.

All contracts entered into by the Department of Agriculture and Consumer Services or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

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

As applicable under Florida Statute 768.28, each party will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of such party or any of its officers, agents or employees.

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

Mr. Charlie Marcus
Forest Management Bureau
3125 Conner Boulevard, Suite R-8
Tallahassee, Florida 32399-1650

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

Mr. Lawrence Bustle, Mayor
City of Palmetto
516 8th Avenue, W.
Palmetto, Florida 34221

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES**

CONTRACTOR

Mike Gerban

Signature

Director of Administration

Title

August 14, 2008

Date

Signature

Title

Date

EXHIBIT - 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
U.S. Department of Agriculture/U.S. Forest Service, CFDA #10.664 - Cooperative Forestry Assistance
\$ 3,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

*Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
\$ (amount)*

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

*State Project (list State awarding agency, Catalog of State Financial Assistance title and number) –
\$ (amount)*

DFS-A2-CL
July 2005
Rule 69I-5.006, FAC

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

ATTACHMENT G

Page _____

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

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

Remit payment to: _____

Note: Two or more written quotes, or a written record of telephone quotes, must be obtained (and documented) for all individual purchases/expenditures over \$2,500 and less than \$25,000. Should verbal quotes be received, name and address of company and dollar amount quoted shall be documented in writing. Sealed bids are required for all purchases over \$25,000.

AUTHORIZED SIGNATURE: _____ Date _____
Grantee

URBAN AND COMMUNITY FORESTRY GRANT
MAINTENANCE MEMORANDUM OF AGREEMENT

This Agreement, made and entered into this the _____ day of _____, 20_____, by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, hereinafter called the Department and the City of Palmetto, hereinafter called the Contractor.

WITNESSETH

WHEREAS, the Department desires to increase the general level of knowledge of the principles of urban and community forestry by awarding funds to the Contractor for the establishment of a demonstration tree planting project as outlined in the Urban and Community Forestry grant application Number 08-37 and Grant Memorandum of Agreement (the Grant Agreement) attached hereto as Exhibit "1" and by reference made a part hereof;

WHEREAS, the Contractor agreed in the Grant Agreement to maintain the project as described in the Grant Application;

WHEREAS, the Contractor by Resolution desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, herein and in Exhibit "1", the Grant Memorandum of Agreement, the parties covenant and agree as follows:

- A. The Contractor shall maintain the project in a responsible manner and with due care in accordance with the below listed Project Standards for the property at the following location:

Haben Boulevard south of US 301 and 1310 28th Avenue West.

Specifically, the Contractor accepts the below listed responsibilities and duties:

- (1) All planting stock or replacement must be Florida Grade #1 or better.
- (2) Proper watering and proper fertilization of all trees/plants.
- (3) Keeping trees/plants as free as practicable from disease and harmful insects;
- (4) Proper mulching of trees and/or planting beds;
- (5) Keeping the premises free of weeds;
- (6) Mowing and/or cutting grasses to the proper length;
- (7) Proper pruning of all trees which includes; removing dead or disease parts of trees or (ii) pruning such parts thereof which present a hazard;
- (8) Removing and replacing dead or diseased trees/plants in their entirety, or removing and replacing those that fall below original Project Standards.
- (9) Following the Planting and Maintenance Guidelines as included herein as Attachment A.

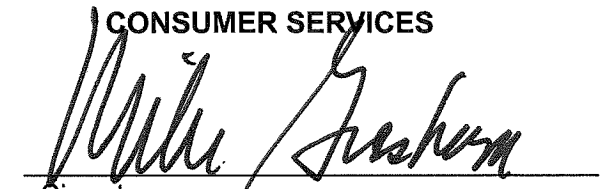
The Contractor agrees to repair, or remove and replace at its own expense all or part of the project that falls below Project Standards. In the event any part or parts of the project, including all plants, must be removed and replaced for whatever reason, then they shall be replaced with the same grade, size and specification as provided in the original plans for the project. Furthermore, the Contractor shall keep litter removed from the project area. The above named functions to be performed by the Contractor shall be subject to periodic inspections by the Department. It is the intent of the parties that the Contractor shall be the owner of the planting and other installations included and stipulated in the grant application comprising the project.

- B. The terms of this Agreement commence on the date of Certification of Acceptance and continue for a period of three (3) years.
- C. In the event this Agreement is terminated in accordance with the provisions provided in Exhibit 1, then the Contractor shall refund to the Department a pro-rated portion of the grant award based upon the following schedule:
 - (1) If this agreement is terminated within one year of this agreement, 75 percent of the grant award;
 - (2) If this agreement is terminated during the second year of this agreement, 50 percent of the grant award;
 - (3) If this agreement is terminated during the third year of this agreement, 25 percent of the grant award.
- D. This Agreement, together with the Urban and Community Forestry Grant Memorandum of Agreement, embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not superseded hereby.


Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES**


CONTRACTOR



Signature



Title



Date

Signature

Title

Date

FEID Number of Social Security Number

ATTACHMENT A

PLANTING AND MAINTENANCE GUIDELINES

A. Planting

Site factors which influence long-term survivability should be considered: overhead and underground utilities, sidewalks, sign conflicts, traffic visibility, light poles, right-of-way or site improvements, size of planting space/site, etc.

All planting stock or replacement stock must be Florida Grade #1 or better.

All synthetic or non-biodegradable material such as nylon rope, synthetic wrap, treated burlap, etc. must be removed from the root ball before planting. All biodegradable material should be removed from the upper 1/3 of the root ball. Precautions should be taken to eliminate any material from extending above the soil surface where it can act as a wick and dry the surrounding soil.

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

The planting hole should be at least 3-5 times the diameter of the root ball (where possible) and the same depth as the root ball.

Position the tree or palm in the center of the planting hole with the top of the root ball even with the surrounding soil surface.

Backfill with soil from the planting site, if it is not contaminated. All large rocks should be removed. When the hole is half full, slowly water to saturate the soil and remove air pockets, then continue to fill the hole with soil. It is not recommended that large amounts of organic matter be incorporated into the backfill. Rake the soil evenly around the entire planting area.

Water thoroughly to remove air pockets, secure the soil around the roots, and provide nourishment.

B. Mulching

Mulch an area at least three times the diameter of the root ball to a depth of 2-4" with wood chips, bark mulch, shredded mulch, leaves or pine needles. Keep the mulch several inches away from the tree or palm trunk.

Replenish mulch as it decomposes maintaining a 2-4" layer over the life of the project.

C. Staking

Stake only if necessary; for example, if the tree or palm will not stand on its own due to potential vandalism or strong winds.

Use flexible materials such as strapping or commercially available ties that give as the tree diameter increases and as the tree moves. Biodegradable material is recommended.

Do not use wire even if the wire is inside rubber hosing.

Stakes and ties should remain on the trees no longer than one year to avoid girdling.

D. Pruning

At the time of planting, only dead, damaged, rubbing or cross braches or fronds should be removed.

Remove sucker sprouts from the base of the tree after planting.

Corrective/structural pruning can begin approximately one year after planting. Do not remove more than 1/3 of the live crown during one growing season.

E. Watering

Establish a regular watering schedule and follow it. Slow deep watering is recommended.

Additional water may be needed during hot or dry periods.

As tree or palm growth progresses, be sure to water outward (away from the trunk) to the surrounding soil area. This will promote the outward growth and spread of roots.

Various species of trees or palms and/or soil types may require varied degrees of watering. Soil moisture and tree health should be monitored and irrigation adjusted accordingly. Non-irrigated sites need to be monitored more closely.

F. Fertilizing

Begin a fertilization program within the first year of planting. Broadcast fertilizing or fertilizer plugs/stakes are recommended.

Fertilize lightly after the first year using a balanced fertilizer (rates should be based on the size of the tree or palm and any special nutrient requirements).

If micronutrient deficiencies are suspected, have a soil test completed and supplement the fertilization program accordingly.

ATTACHMENT C

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.805 and 85.810 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

HABEN BLVD MEDIANS, PALMETTO, FL 34221
1310 28th AVE W, (Waste Water Treatment Plant), Palmetto, FL 34221

Check [] if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
CITY OF PALMETTO	URBAN TREE PLANTING
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
LAWRENCE E. BUSTLE, MAYOR	
SIGNATURE	DATE
<i>Lawrence E. Bustle</i>	5/2/08

ATTACHMENT D
FLORIDA URBAN AND COMMUNITY FORESTRY GRANT PROPOSAL FORM 2008

GENERAL INSTRUCTIONS: Please complete all items pertaining to the Category Grant for which you are applying. The proposal packet must not exceed thirty (30) one sided pages, including attachments. All attachments must be 8 1/2" X 11", except any attached sketches, plans and maps which must be no larger than 2' X 3' and folded into 8 1/2" X 11". Six (6) copies (one copy with original signatures and five copies) of the proposal packet including the proposal form, the project description and all attachments must be received no later than 2:30 p.m., May 6, 2008 at:

Department of Agriculture and Consumer Services
Purchasing Office - U&CF - 2008 PROPOSAL
Mayo Building - Room SB-8
Tallahassee, FL 32399-0800
Telephone (850) 487-3727

If you have any questions, please see ATTACHMENT N, "Division of Forestry District/Center Contacts"

PROPOSER INFORMATION (Please Print or Type)

Project Title: PALMETTO URBAN TREE PLANTING

Proposer Name: CITY OF PALMETTO

Name and Title of Contact Person: LAWRENCE E. BUSTLE, MAYOR

Address: 516 8TH AVE W., PALMETTO, FL

Zip: 34221 Phone: (941) 723-4570

FEID Number 59-000403 US Congressional District Number 11

Is your organization a Nonprofit corporation pursuant to Chapter 617, Florida Statutes?
Yes No [checked]

If the applicant is a city or county government, does your urban forestry program have the following:

Professional Staff, in-house or contracted, List qualifications such as ISA certification, forestry degree, etc.
ISA MEMBER W/ 30+ YRS EXPERIENCE

Citizen Tree Advisory Board or Tree Advocacy Group, describe: N/A

Urban Tree Inventory or Management Plan, how current? INVENTORY, REGULARLY UPDATED

Tree Ordinance Covering either public or private lands, describe: yes - removal + trimming guidelines + permit requirements.

As the duly authorized representative of the Proposer named above, I hereby certify that all parts of the proposal and required grant information have been read and understood and that all information submitted herein is true and correct.

Authorized Executive Officer: LAWRENCE E. BUSTLE

Title: MAYOR

Signature: Lawrence E. Bustle Date: 5/2/08

The City of Palmetto is approximately 6 square miles. The City currently maintains an inventory of the number, species, and condition of trees on public property, and has adopted a tree protection ordinance, which requires private property owners to follow best tree management practices, to obtain permits for trimming and removal of trees, and to replace healthy trees that must be removed. We have participated in U & CF Grant Demonstration projects in the past, planting 2000 trees in the year 2000, as well as partnering with local nurseries to increase the number of trees in public places. We also require developments to submit detailed landscaping plans, which must include appropriate trees. The City hosts an annual Arbor Day celebration which includes a tree planting.

The City of Palmetto planted 2000 trees in the year 2000, and planted trees on medians on Haben Boulevard, utilizing U & CF funding. The trees are still maintained on public property and contribute substantially to the aesthetics and environment.

The goals and objectives of this project are to plant additional trees on public lands within the City of Palmetto. The City plans to install approximately 25 trees at two separate sites, and to maintain those trees for public benefit.

This project will help to develop and improve our Urban Tree Program in that residents have a new awareness of best management principles and are now enthusiastic about the City's continuing efforts to add trees to our city landscape. We hope that, in the long term, more and more residents and businesses will add trees to their properties, and be mindful of the benefits of trees in making their development and improvement plans.

These funds are needed to complete this project, as the City has only \$2,000 in cash and has allocated \$1,000 of in-kind labor for the purchase and installation of new trees, and the estimated project cost is \$6,000.

The City will plant:

- Sabal Palmettos, chosen because they are the Florida State Tree and bear the name of our City, in addition to their ease of maintenance;
- Myrtles, chosen for their aesthetics, color, and size (in areas that can't handle 60' trees).
- Buttonwoods and Holly, chosen because they are evergreen understory trees, and there are power lines in the area. This will allow for the natural growth of the trees.

Tree Planting: Staff will Dig the hole twice as wide as the root ball (container), and no deeper than the height of the root ball. The soil that we dig out of the hole is what we will use to backfill around the root ball. No soil amendments will be used when planting a tree; therefore, no compost, peat moss, or shredded pine bark will be added to the backfill. After planting the tree, we will build a 4-inch tall berm around the edge of the hole and fill the berm with mulch (i.e. shredded bark, compost). The mulch and berm make it easier to water the tree and reduce weed competition.

For most trees, staking is not recommended; however, if the tree trunk is not sturdy enough, we will use two stakes, one on either side of the tree, and give the trunk support for the first year only.

Tree Care & Pruning: Utilizing proper care and maintenance techniques throughout the life of a tree can help maintain its health and vigor. A healthy plant is often better able to tolerate potential disease and insect problems. Maintenance activities will include: mulching, watering, staking, monitoring tree health, pruning, and in some cases fertilization.

The trees will provide significant environmental and education value to the community. First, trees provide shade and a natural habitat for birds and other wildlife. They improve air quality and reduce erosion, while adding to the aesthetics of the City. Much of the City has canopy trees shading the streets, and newer neighborhoods would like to emulate this. The planting of trees and best practices for maintaining trees in an urban setting is becoming more and more important to the community. The specific locations selected for the demonstration project have the interest and commitment of local residents. On Haben Boulevard, a local homeowners' association has agreed to maintain the trees once planted, noting the immediate aesthetic and environmental benefits, in addition to the potential benefit to property values. The residents who live in proximity to the Waste Water Treatment Plant are also enthusiastic about the project, in that the addition of trees will provide a visual buffer to the Plant, as well as improve air quality and provide a natural habitat for birds in the area.

This project will be carried out in a cost-effective manner because the City's staff, which is well-experienced and dedicated, will provide the labor. Trees and planting material will be purchased, but the City will utilize its own equipment, water truck, and manpower to prep the sites, install the trees, manage the initial 60-day watering, and maintain the trees into the future.

Again, there is community support and involvement in this project. As noted above, the specific locations selected for the demonstration project have the interest and commitment of local residents.

The City holds regular meetings with residents throughout the City, and has already discussed the possibility of receiving this grant funding with interested parties. Additionally, we send all utility account holders a quarterly newsletter, in which we would publicize the project if funded. We maintain excellent relationships with the local media and almost certainly can count on coverage of our planting and the U & CF Grant.

The City of Palmetto does not have a current Tree City USA certification and growth award, but plans to pursue the same.

The program will continue to be overseen by The City Parks Director, who is an ISA member and has 30+ years of experience, to include the management of the above referenced U & CF grants. City budget does not allow for additional staff.

The project will encourage the partnership of other local homeowners groups and residents, who understand that with dwindling public funding, all must take an active role in the preservation of our environment, and specifically of the trees in the urban environment.

ATTACHMENT E
BUDGET

EXHIBIT B

Activity: CATEGORY 2 - SITE SPECIFIC - PALMETTO URBAN TREE PLANTING
Specific Description: PLANTING TREES ON Public Property

SUMMARY OF COSTS	(A 50/50 match on behalf of the proposer is required).	
	Requested Grant \$ I	Local Match \$ II
Contractual costs		
Personnel costs		<u>1,000</u>
Travel costs		
Equipment costs		
Supplies costs		
Operating costs		
Tree costs	<u>3,000</u>	<u>2,000</u>
Overhead costs		
Total Requested Grant (I) \$	<u>3,000</u>	
Total Matching Costs (II) \$		<u>3,000</u>
Total Program Costs (III) \$	<u>6,000</u>	

100%

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

50

% Grant request

50

% Local match

(50% Min. Required)

A budget, detailing all costs identified above must be attached.

PROJECT LOCATION INFORMATION (Please print or type - Complete where applicable)

This project is for Population Zone 1 (2), 3, or statewide (circle one). Please see ATTACHMENT K to determine the applicable region.

County MANATEE

Describe the Specific Location of the Project: Haben Blvd south of US 301 and 1310 20th Ave W, Palmetto, FL 34221

Who has Maintenance Responsibility for the Property (Category 2 Grants)? City of Palmetto Parks Department

Is the Land Ownership Public or Private? Public

Name of Landowner: City of Palmetto

Project Title: Palmetto Urban Tree Planting

Applicant Name: City of Palmetto

**ATTACHMENT E (CONTINUED)
BUDGET**

Please note: All proposals must include a detailed itemized budget summary which lists all anticipated expenditures and explains all project costs. Proposals for site specific demonstration tree planting projects must list the quantity, species, and approximate size (container size, or caliper and height) of trees to be planted.

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

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<u>Contractual</u> (Description) N/A				
<u>Personnel</u> (list titles or positions) Supervisor of landscaping service wkr II (prep, then planting)	± 25 hrs ± 52 hrs	\$ 15 ⁰⁰ (actual rate \$16 ⁵⁰) \$ 12 ⁰⁰		\$ 375 \$ 625
<u>Travel</u> N/A				

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<u>Operating Costs</u> (list) N/A				
<u>Trees</u> (list species and size)				
- Sabal palms 10'-12'/12'-14' OA	20	\$105 ea	\$2,100	
- Holly, 10'-12' OA 3-3 1/2 cal	4	\$250 ea		\$1,000
- Myrtle-multistalk 10'-12' OA	4	\$250 ea		\$1,000
- Buttonwoods multistalk 10'-12' OA	3	\$300 ea	\$900	
Overhead** N/A			*	
Total	31		3,000	\$3,000

* Grant dollars may not be used to purchase food as supplies.

** Overhead costs up to 5% of total project cost may only be used as a matching cost, grant funds may not be used for overhead costs.

Please Note: The enclosed example of a completed application was chosen to be included because the applicant was especially thorough in providing the requested information, and applied for a number of practices that can be used as examples by other applicants. They also submitted their narrative in outline format, in order to ensure that they had included all of the information that the reviewers would consider. However, a paragraph format is acceptable for the narrative if it contains sufficient information.

RESOLUTION 08-15

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA TO ENTER INTO AN URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, trees are an important part of our community; and

WHEREAS, the City of Palmetto desires to apply for an Urban and Community Forestry Grant which would provide monies in which to help fund the urban tree planting program; and

WHEREAS, the City of Palmetto desires to apply for an Urban and Community Forestry Grant which would provide monies in which to help fund the urban tree planting program; and

WHEREAS, the City of Palmetto wishes to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the City of Palmetto, Florida and the Florida Department of Agriculture and Consumer Service;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palmetto the

Section 1. The City Commission supports the development of a urban tree planting program to allow continuation of the City's tree planting program.

Section 2. The City Commission hereby authorizes the Mayor to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the City of Palmetto, Florida and Florida Department of Agriculture and Consumer Services,

Section 3. The City Commission hereby authorizes the Mayor to execute a Maintenance Memorandum of Agreement with the Department of Agriculture,

Passed by the City Commission of the City of Palmetto, Florida in regular session with a quorum present and voting this 5th day of May, 2008.

CITY OF PALMETTO, FLORIDA, BY
AND THROUGH THE CITY COMMISSION OF
THE CITY OF PALMETTO

By: 
LAWRENCE E. BUSTLE, JR., MAYOR

ATTEST:

By: 
James R. Freeman, City Clerk