



ADAM H. PUTNAM  
COMMISSIONER

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
DIVISION OF ADMINISTRATION

FDACS CONTRACT #  
021534

**URBAN AND COMMUNITY FORESTRY (U&CF)  
GRANT 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 Town of Cutler Bay, 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 14-25, included herein as Exhibit A, as incorporated by reference and attached hereto:

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

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 number 14-15, dated March 19, 2014, has indicated its support of the grant application and authorized its officers to execute this Agreement on its behalf;

NOW, THEREFORE, the parties, for and in consideration of the mutual covenants and agreements contained herein 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, 2015.
- C. The CONTRACTOR has estimated the project cost to be \$20,000 as shown on the grant application budget sheet attached as Exhibit B, Budget, as incorporated by reference and attached hereto. The DEPARTMENT agrees to reimburse to the CONTRACTOR the total sum of \$10,000 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, Attachment G, as incorporated by reference and attached hereto, on project accomplishments quarterly (December 31, 2014, March 31, 2015, June 30, 2015, September 30, 2015, 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, Attachment H, as incorporated by reference and attached hereto, to the DEPARTMENT with sufficient documentation 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) Final Reimbursement Summary Sheet with attached backup documentation.
- (2) Brief narrative summarizing project accomplishment.
- (3) News release to be submitted to a local publication crediting the U.S. Forest Service for providing funding.
- (4) Letter of appreciation to the local congressional representative.
- (5) Certification of Acceptance endorsed by a Florida Forest Service official.

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 October 31, 2015.
- 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 USDA Forest Service.

The CONTRACTOR must provide the following quantifiable, measurable, and verifiable units of Deliverables (Deliverable) which must be received and accepted in writing by the Contract Manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable. See Exhibit B (Budget).

Intellectual property is subject to the following additional provisions:

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

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) 617-7200 or Purchasing Office at (850) 617-7181.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Transaction Fee: CONTRACTORS shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S. and any rules implementing section 287.057, F.S.

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 \$35,000 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 \$35,000. 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, 1-877-693-5236.

The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

The CONTRACTOR agrees to give appropriate credit to the Florida Forest Service and the USDA Forest Service for their financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding this grant agreement or any of the deliverables with this grant agreement. Minimum verbiage requirement is as follows "*This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service.*"

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:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

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.

The CONTRACTOR must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the records and at a cost that does not exceed the cost provided by the law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

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 and subject to the availability of funds. Renewal costs may not be charged by the CONTRACTOR. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3), Florida Statutes, may not be renewed.

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 I 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 1 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 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 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, 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.
- L. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
  - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
  - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

The following provisions of A through I 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 1 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 10<sup>th</sup> 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 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 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, 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. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:

- a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
- b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

A CONTRACTOR who is a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the contract period. Any balance of unobligated funds which has been advanced or paid must be refunded to the DEPARTMENT. Any funds paid in excess of the amount to which the CONTRACTOR is entitled under the terms and conditions of this contract must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with Section 287.042, Florida Statutes, 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) 877-4816 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, in accordance with Section 287.095(3), Florida Statutes, 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 28<sup>th</sup> Street, North, 3<sup>rd</sup> 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 shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

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 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 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 shall be controlling.

All contracts entered into by the DEPARTMENT 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:

Ms. Bonnie Stine  
Forest Management Bureau  
3125 Conner Boulevard, C-25  
Tallahassee, Florida 32399-1650

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

Mr. Alfredo Quintero  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, Florida 33189

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES**



\_\_\_\_\_  
Signature

Director of Administration

\_\_\_\_\_  
Title

*9-29-14*

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EXHIBIT - 1

### 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  
\$ 10,000.00

### 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)

**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.*

# EXHIBIT A

BID NUMBER: RFP/FFS-13/14-23

OPENING DATE: MARCH 21, 2014 @ 2:00 P.M.

## FLORIDA URBAN AND COMMUNITY FORESTRY GRANT PROPOSAL FORM 2014

**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 2:00 p.m., March 21, 2014, at:

Florida Department of Agriculture and Consumer Services  
Purchasing Office - U&CF - 2014 PROPOSAL  
407 South Calhoun Street  
Mayo Building - Room SB-8  
Tallahassee, FL 32399-0800  
Telephone (850) 617-7181

If you have any questions, please see ATTACHMENT O, DISTRICT/CENTER CONTACTS.

### PROPOSER INFORMATION (Please Print or Type)

Project Title: Town of Cutler Bay Public Tree Protection Program

Proposer Name: Town of Cutler Bay

Name and Title of Contact Person: Alfredo Quintero, Public Works Director

Address: 10720 Caribbean Boulevard, Suite 105 Cutler Bay, FL

Zip: 33189 Phone: 305-234-4262

FEID Number 02-0768791 US Congressional District Number: 27

Is your organization a Non-profit corporation pursuant to Chapter 617, Florida Statutes?

Yes \_\_\_\_\_ No X

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:  
Alfredo Quintero, ISA Certified Arborist #FL-6489A

Citizen Tree Advisory Board or Tree Advocacy Group. Describe: N/A

Urban Tree Inventory or Management Plan, how current? Tree Master Plan adopted January 21, 2009

Tree Ordinance covering either public or private lands. Describe: Tree Ordinance #09-07 adopted 2/19/09

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 all information submitted herein is true and correct.

Authorized Executive Officer: Rafael G. Casals, CFM

Title: Town Manager

Signature: Rafael Casals Date: March 19, 2014

**PROJECT DESCRIPTION**

(TWO PAGE LIMIT, SIZE 12 FONT, SINGLE-SPACED)

**Urban and Community Forestry Grant Proposal**

**Describe the local community and current urban forestry program and role of applicant in that program if a non-profit group.** Recognizing the need to replace lost trees and develop a long term plan to maintain an environment that encourages tree growth, the Town of Cutler Bay (Miami-Dade County) worked with a consultant and Town residents to develop a Tree Master Plan; adopted on January 21, 2009. The primary goal of the Tree Master Plan is to create tree canopy throughout the public streets; emphasizing the social and environmental benefits of trees. Quercus Virginiana/Live Oak Trees, which are native to Florida, currently line the residential streets. For maximum shade, the Town promotes the use of live oak shade trees over the use of palm trees. The Town has worked diligently to implement the Tree Master Plan and has planted over 2,000 trees since its adoption (Article Enclosed). The Town has also earned Tree City USA designation each year since 2009 and the Growth Award in 2012 & 2013.

**Previous U&CF Grants received by the applicant. When were they implemented, and what did they accomplish?** The Town received \$10,000 during the 2012-13 Fiscal Year from the U&CF Grant. The Town used this funding to inspect and conduct corrective pruning including; but not limited to, Tree Trimming and Canopy Uplift of older trees in the "Bel-Aire Community" (Educational Documents Enclosed). In addition to this, the Town distributed 425 educational packages through door-to door outreach and provided one-on-one consultations to residents at their request. This project was completed in March 2014

**Describe the goals and objectives of this project.** The Town has established two goals. (1) **Maintain current trees.** This will include; pruning shade trees and removing palm fronds from older and newly planted trees to correct structural deficiencies and promote proper growth habits, fertilize trees on public owned streets as necessary, and inspect current trees for presence of pests or disease. (2) **Educate residents about Tree Maintenance.** This goal will be accomplished by; printing educational brochures/flyers developed by the University of Florida's IFAS Horticultural Extension Center and the Town staff that will be distributed door-to-door to impacted residents by the Public Works Department. The brochures will serve to notify residents of the project and recognize the US Forest Service as a funding partner. Residents will be educated on the proper maintenance of trees as well as Stormwater management.

**Describe how this project will help to develop and improve this program in the long-term.** Prior to receiving funding for this project, the Town had limited resources available to educate residents about proper tree maintenance and compliance with the Town's Tree Ordinance. The Tree Ordinance (See Ordinance No. 09-07 adopted 02/18/09, pg. 25) calls for Public Education in the form of a public Arbor Day planting activity as well as securing tree care and tree benefit information for distribution to the public. The education component (goal #2) of this project will help the Town to comply with this ordinance and create material that is easier for residents to understand.

**Describe why these funds are needed to complete this project.** Although the Town of Cutler Bay was incorporated in 2005, a large portion of the Town consists of older homes and trees. The Town has worked to identify older trees that have been poorly maintained (overgrown, roots

are creating trip hazards on sidewalks and streets, trees that are dead) or are of an invasive species. The Town's Public Works department consists of a small team of four individuals and is responsible for overseeing the Public Tree Protection Plan. This funding gives the Town the resources needed to implement the recommendations laid out in the Tree Master Plan and contract with landscaping contractors that employ Certified Arborists.

**For a tree planting; Describe what species are being planted and why. How will they be installed and maintained (be brief and concise, but complete)?** N/A

**What environmental or educational value will the community derive from this project?** The community will receive educational literature that will explain why this project is necessary and how they can make similar improvements to trees on their property. Furthermore, this project complements the Town's efforts to educate the community about the environmental impacts of Stormwater pollution.

**What steps have been taken to carry out this project in a cost effectiveness manner?** The Town has been able to negotiate lower rates with Landscaping Contractors, who employ a Certified Arborist, due to a larger number of trees being maintained at one time. Educational materials are reproduced in-house and packaged by Town Staff and volunteers when available.

**How will this project increase citizen involvement and support for the Community's Urban Forestry program in the long term? What evidence of community support for this project can be produced?** Residents have seen the Town planting and maintaining trees throughout the community and as a result have started to approach the Public Works Staff to provide input about the program and discuss maintenance of their personal trees. The Town has secured three (3) letters of support from Town residents. This included one resident that is a certified Arborist and a second with professional experience in horticulture. (Letters Enclosed)

**How will this project be publicized in the local community?** This project will be promoted in the Town of Cutler Bay's community newspaper and on the Town's website. A press release will be sent to the Miami Herald (county-wide newspaper) and emailed to the residents on the Town's list of over 300 email contacts.

**Tree City or Tree Campus USA certification and growth award, last year current?** Yes, the Town currently has both Tree City (Since 2009) and Grown Award (2012 & 2013) certifications. (2013 Award Enclosed)

**Will a Certified Arborist(s) or a graduate forester from an accredited four year Bachelor of Science in Forestry program oversee this project? If not, who will provide oversight and what are their credentials?** This project is overseen by the Public Works Director, Mr. Alfredo Quintero Jr., ISA Certified Arborist # FL-6489A, expires December 31, 2015.

**What new partnerships will the project create or encourage?** This project is aligned with Miami-Dade County's "A Greenprint for Our Future Street Tree Master Plan", calling for the County and municipalities to work together to enhance bicycle and pedestrian connection. Furthermore, the Town partnered with the University of Florida's IFAS Horticultural Extension Center to identify educational literature on pruning that was distributed to Town residents.

**RESOLUTION NO. 14-15**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO SUBMIT A GRANT APPLICATION WITH THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on January 21, 2009, the Town Council adopted a Street Tree Master Plan (the "Plan") via Resolution Number 09-02; and

**WHEREAS**, the adopted Plan addresses the issue of selective tree pruning of shade trees located along the Town of Cutler Bay's (the "Town") right-of-way and swale areas; and

**WHEREAS**, trees are an important part of our community, which encourages both pedestrian and cyclist use; and

**WHEREAS**, the Town desires to apply for a Florida Department of Agriculture and Consumer Services 2014 Urban and Community Forestry Grant, which will supplement and help fund the Town's plan for selective tree pruning; and

**WHEREAS**, the Town Council supports the application under the grants eligibility criteria: "Category 2: Demonstration or Site Specific Projects" in the amount of \$10,000; and

**WHEREAS**, the purpose of the Town's submittal will be to demonstrate current tree maintenance techniques (i.e. pruning, fertilization, lightning protection, etc.); and

**WHEREAS**, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Authorization.** The Town Council hereby authorizes the Town Manager to submit a grant application with the State of Florida Department of Agriculture and Consumer Services for an Urban and Community Forestry Grant.

**Section 3. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 19<sup>th</sup> day of March, 2014



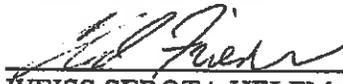
Edward P. MacDougall, Mayor

Attest:

  
Debra E. Eastman  
Town Clerk



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I, Debra E. Eastman, Town Clerk of the Town of Cutler Bay, Florida, hereby certify that the attached is a true and correct copy of Resolution 14-15 as shown in the records of the Town on file in the office of the Town Clerk.

Witness my hand and corporate seal of the Town of Cutler Bay, FL, this 20<sup>th</sup> day of March, 2014.

  
Debra E. Eastman, Town Clerk

Moved by: Vice Mayor Sochin  
Second by: Council Member Bell

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	yes
Vice Mayor Ernest N. Sochin	yes
Councilmember Peggy R. Bell	yes
Councilmember Sue Loyzelle	yes
Councilmember Mary Ann Mixon	yes



BID NUMBER: RFP/FFS-13/14-23

OPENING DATE: MARCH 21, 2014 @ 2:00 P.M.

**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
<b><u>Contractual</u></b> (Description)  Landscaping Company that employs Certified Arborist to prune identified trees. (Rate based on previous experience with project of similar size)		\$14,582	\$10,000	\$4,582
<b><u>Personnel</u></b> (List Titles or Positions)  -Alfredo Quintero, Public Works Director - Yenier Vega, Stormwater Manager - Miguel Delgado, Admin. Assistant Public Works - Public Works Staff (3 FTE) - LaKeesha Morris, Grants Coordinator	30 hrs  20 hrs  10 hrs  25 hrs.  10 hrs	\$1,996  \$607  \$214  \$2,216  \$385		\$1,996  \$607  \$214  \$2,216  \$385
<b><u>Travel</u></b>				

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COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
<u>Operating Costs</u> (List)				
<u>Trees</u> (List Species <u>and</u> Size)				
Total			\$10,000	\$10,000

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



ADAM H. PUTNAM  
COMMISSIONER

ATTACHMENT G

Florida Forest Service  
Urban Forestry Grant Project  
Interim Status Report

Return to:  
Kelly Boutwell  
3125 Conner Blvd, Suite R  
Tallahassee, FL 32399-1650  
Fax: 850-921-8305

Project Status as of: \_\_\_\_\_  
(Date)

DOF Contract Number \_\_\_\_\_  
Grant Recipient Name \_\_\_\_\_  
Project Name \_\_\_\_\_  
Name/Phone No. of Project Manager \_\_\_\_\_

Type of Entity (check one)

Local Government  Non-Profit Organization

Educational Institution

YES NO

Has the project work begun?

Is the project on schedule to be completed by the end of the contract term?

Have any claims been submitted for reimbursement?

Has payment been received for claims submitted?

Do you require assistance from a DOF forester on this project?\*

\*If yes, please indicate the type of assistance you need:

Technical Assistance on Project Site  Technical Assistance on Urban Program

Technical Assistance on Claim Process  Certification of Completion/Acceptance

Prepared By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

