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**CITY OF MARATHON, FLORIDA
RESOLUTION 2008-132**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING URBAN AND COMMUNITY FORESTRY GRANT AGREEMENT NO. 14018 (MARATHON URBAN FORESTRY MASTER PLAN), AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of Marathon desires to enhance the overall appearance of the community by the implementation of a City-wide beautification and appearance improvement program; and

WHEREAS, City Council created a Beautification Advisory Board to advise the Council on City beautification and to further the City's Comprehensive Plan Objective 1-1.2 and its policies; and

WHEREAS, a Beautification Master Plan would capture the strategic vision of Marathon's Beautification and guide development and implementation of beautification projects; and

WHEREAS, the Florida Department of Agriculture and Consumer Services awarded the City of Marathon \$12,500 in Urban and Community Forestry Grant Funds to apply towards the development of a Master Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves Urban and Community Forestry Grant Agreement No. 14018, authorizes the City Manager to execute the agreement, and provides for an effective date.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 26th day of August 2008.

THE CITY OF MARATHON, FLORIDA


Edward P. Worthington, Mayor

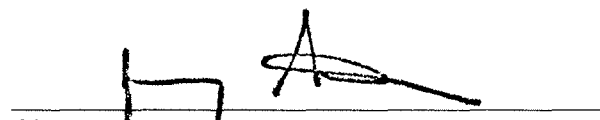
AYES: Bull, Cinque, Tempest, Vasil, Worthington
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Diane Clavier
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:


City Attorney

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 City of Marathon, 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 08-25, 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. 2008-66, dated April 29, 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 \$25,000 as shown on the grant application budget sheet attached as Exhibit B. The Department agrees to reimburse to the Contractor the total sum of \$12,500 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. Curtis Tookes
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES**

CONTRACTOR

Mike Gurban

Signature

Director of Administration

Title

August 6, 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
\$ 12,500.00

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: _____
Grantee
Date

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 transactions (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 85.605 and 85.610 -

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)

9805 Overseas Highway

Marathon, Florida (Monroe County) 33050

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 City of Marathon	PR/AWARD NUMBER AND / OR PROJECT NAME Marathon Urban Forestry Master Plan
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Michael H. Puto, City Manager	
SIGNATURE <i>Michael H. Puto</i>	DATE 4/25/08

BID NUMBER: RFP/DF-07/08-61

OPENING DATE: MAY 6, 2008 @ 2:30 P.M.

EXHIBIT A

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: Marathon Urban Forestry Master Plan

Proposer Name: City of Marathon

Name and Title of Contact Person: Curtis Tookes, Grants Coordinator

Address: 9805 Overseas Highway Marathon, Florida

Zip: 33050 Phone: (305) 289-5001

FEID Number 65-0984873 US Congressional District Number Florida's 18th

Is your organization a Nonprofit corporation pursuant to Chapter 617, Florida Statutes?

Yes _____ No XX

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.
Two City Biologists. Hired consultant will furnish certified arborist to support master plan development.

Citizen Tree Advisory Board or Tree Advocacy Group, describe: Citizen Advisory Board

Urban Tree Inventory or Management Plan, how current? Neither have been started

Tree Ordinance Covering either public or private lands, describe: No

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: Michael H. Puto

Title: City Manager

Signature: *Michael H. Puto* Date: Apr 30, 2008

Project Description: Marathon Urban Forestry Master Plan

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:

At the Heart of the Florida Keys, is Marathon, a city of just over 10,000 people which incorporated in 1999. Although the Florida Keys are known for clear and beautiful waters, they contain other natural wonders, including tropical hardwood hammocks. In the *Florida Keys Environmental Story*, Annette Nielsen wrote, "Tropical hardwood hammocks are one of the most rare and unique plant communities in the United States. Distribution of these plant communities is restricted to the extreme southern tip of Florida and the Florida Keys...there are more than 120 species of tropical hardwood trees, shrubs and plants that grow in hammocks in our area. Of that number, 36 are currently listed as endangered or threatened with extinction." To protect the trees of the hardwood hammocks from the threats of development and invasive non-native plants, Marathon would like to establish an urban forestry program by developing a master plan to encourage the proliferation of trees and elimination of invasive non-native plants.

Previous U&CF Grants received by the applicant. When were they implemented and what did they accomplish?

The City of Marathon is a first time applicant.

Describe the goals and objectives of this project:

Goal: Establish an urban forestry program to encourage the proliferation of trees and elimination of invasive non-native plants. Objectives: 1) Identify a recommended planting list of native trees and vegetation; 2) Identify a list of targeted invasive non-native plants; 3) Divide the City into corridors, define corridor needs, and establish tree planting and invasive non-native plant removal goals for each corridor; 4) Define a program to encourage public urban forestry participation; and 5) identify a suggested list of future projects for each corridor.

Describe how this project will help to develop and improve this program in the long-term:

After reviewing United States Forest Service technical documents Randy Kautz, in his *Historical Trends within the Range of the Florida Panther*, reported forest land in ten south Florida counties including the county in which Marathon is located, Monroe County, declined by 33 percent between 1936 and 1987 with just under one million acres of total habitat being lost. Recognizing this trend, the City established a regulatory program to encourage proliferation of trees and elimination of invasive non-native plants. The City would like to use its urban forestry program to complement this regulatory program by encouraging a public volunteer program to increase native trees and vegetation and eliminate invasive non-native plants.

Describe why these funds are needed to complete this project:

Several factors have reduced available funds for worthy programs like urban forestry. As a new city, Marathon is attempting to build the facilities, capabilities and services needed by residents while struggling through tough economic times. The City just recovered from the devastation of four 2005 hurricanes, and it is installing a State-mandated City-wide sewer system which must be completed by 2010. Last year the City budget was reduced by 10% by another State mandate.

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):

Not Applicable

Project Description: Marathon Urban Forestry Master Plan

Urban and Community Forestry Grant Proposal

What environmental or educational value will the community derive from this project?

The City of Marathon is committed to a long term strategy to address the environmental situation described by Annette Nielson, "Man's activities are probably the largest single threat to the survival of our hammocks. Clearing for development has eliminated large intact hammocks throughout most of the Keys...Plants and animals that have been introduced by man (exotics) have also created imbalances in the natural environment." The City's urban forestry master plan will outline a strategy to encourage the planting of trees, endorse the replacement of non-native invasive plants with native trees and vegetation, educate the public by describing the importance and sensitivity of the hardwood hammock community, and inspire the public to act to avoid the potential environmental and economic cost of the continued loss of hardwood hammock trees.

What steps have been taken to carry out this project in a cost effectiveness manner?

The City will hire a consultant to write the master plan. The City will follow its approved procurement policy to assure the selection of the most qualified consultant at the lowest price. To develop the master plan, the City will leverage existing City documents and the expertise of City biologists and the Nature Conservancy on local environmental conditions to jump start master plan development.

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?

A grass roots campaign by the residents of Marathon convinced the City Council to form a citizen's advisory board to provide public input on City urban forestry plans. Documentation of local support can be found in the attached letters of support. The City of Marathon will leverage current grass roots interest in urban forestry to build/sustain long term public involvement in planting trees and eliminating non-native invasive threats through aggressive public outreach.

How will this project be publicized in the local community?

Upon completion of the master plan which will map the urban forestry way forward, the City of Marathon will use newspapers, radio, town hall meetings, and the City website to publicize the program, educate the public, and inspire them to act.

Tree City USA certification and growth award, last year current?

Not Applicable

Will a Certified Arborist(s) or a graduate forester from an accredited four -year Bachelor of Science in Forestry program oversee this project?

One of the conditions of the consultant contract will be the participation of a certified arborist in the development of the master plan.

If not, who will provide oversight and what are their credentials?

Not Applicable

What new partnerships will the project create or encourage?

Local businesses, the Nature Conservancy, the Marathon Garden Club, the Chamber of Commerce and other local organizations have promised to support implementation of future urban forestry projects.

ATTACHMENT E
BUDGET

EXHIBIT B

Activity: Local Government Program Development or Improvement

Specific Description: City of Marathon Urban Forestry Master Plan

<u>SUMMARY OF COSTS</u>		(A 50/50 match on behalf of the proposer is required).	
	Requested Grant \$		Local Match \$
Contractual costs	\$20,000.00 12,500		\$15,700.00 12,500
Personnel costs	\$0.00		\$7,350.00
Travel costs	N/A		N/A
Equipment costs	N/A		N/A
Supplies costs	N/A		N/A
Operating costs	\$0.00		\$750.00
Tree costs	N/A		N/A
Overhead costs	N/A		N/A
Total Requested Grant (I) \$	\$20,000.00 12,500		N/A
Total Matching Costs (II) \$	N/A	\$	\$23,800.00 12,500
Total Program Costs (III) \$		\$43,800.00	25,000

100%

Add columns I and II for total III (100%)
46% 50 % Grant request 54% 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 Monroe County

Describe the Specific Location of the Project: Marathon, Florida

Who has Maintenance Responsibility for the Property (Category 2 Grants)? Not Applicable

Is the Land Ownership Public or Private?: Not Applicable

Name of Landowner: Not Applicable

Project Title: City of Marathon Urban Forestry Master Plan

Applicant Name: City of Marathon

**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) Consultant to Develop Master Plan	714 hours	\$50/hour \$35,700(Total)	\$20,000.00 12,500	\$15,700.00 12,500
<u>Personnel</u> (list titles or positions) City Manager Deputy City Manager Community Services Director Public Works Director Senior Planner City Biologist City Land Steward Code Supervisor City Clerk	294 hours	\$25/hour \$7350.00 (Total)		\$7350.00
<u>Travel</u>				

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
Operating Costs (list)				
Advertising Costs	1 ea	\$750.00	\$0.00	\$750.00
Trees (list species and size)				
Overhead**			*	
Total			\$20,000.00 12,500	\$23,800.00 12,500

* 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.

Sponsored by: Puto

**CITY OF MARATHON, FLORIDA
RESOLUTION 2008-66**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY GRANTS COORDINATOR TO APPLY FOR AN URBAN AND COMMUNITY FORESTRY GRANT ON BEHALF OF THE CITY OF MARATHON, AGREEING TO SIGN A GRANT MEMORANDUM OF AGREEMENT IF AWARDED AN URBAN AND COMMUNITY FORESTRY GRANT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, trees are an important part of the Marathon community; and

WHEREAS, the City of Marathon desires to initiate an urban forestry program; and.

WHEREAS, the City wants to apply for an Urban and Community Forestry Grant which would provide funds to develop an urban forestry master plan; and

WHEREAS, the City wishes to enter into an Urban and Community Forestry Grant Memorandum of Agreement with the Florida Department of Agriculture and Consumer Services, if awarded a grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby authorizes the City Grants Coordinator to apply for an Urban and Community Forestry Grant on behalf of the City of Marathon, and to sign a grant Memorandum of Agreement if awarded an Urban and Community Forestry Grant.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 29th day of April 2008.


THE CITY OF MARATHON, FLORIDA



Edward P. Worthington, Mayor

AYES: Bull, Cinque, Tempest, Vasil, Worthington
NOES: None
ABSENT: None
ABSTAIN: None


ATTEST:



Diane Clavier
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney