

**RESOLUTION 2009-03**

**A RESOLUTION BY THE CITY OF LAKE WALES, FLORIDA TO ENTER INTO AN URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY**

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

**WHEREAS**, the City of Lake Wales desires to apply for an Urban and Community Forestry Grant which would provide monies for the City's forestry program to help purchase much needed equipment; and

**WHEREAS**, the City of Lake Wales wishes to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the City of Lake Wales, Florida and the Florida Department of Agriculture and Consumer Services;

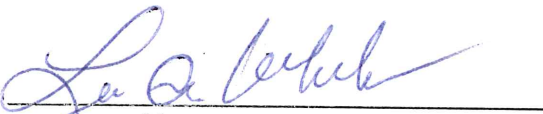
**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of Lake Wales, Florida:

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

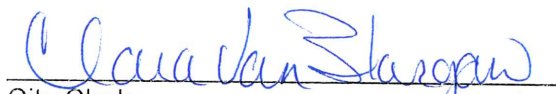
Section 2. The City Commission hereby authorizes the City Manager to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the City of Lake Wales, Florida and Florida Department of Agriculture and Consumer Services.

**INTRODUCED, PASSED AND ADOPTED THIS THE 9TH DAY OF APRIL 2009.**

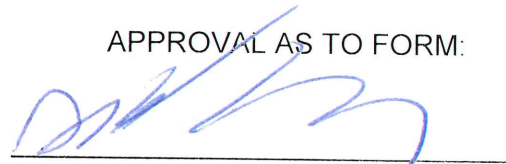
BY:

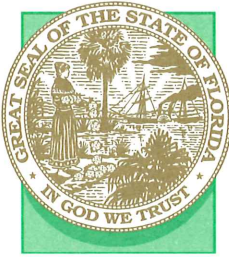
  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVAL AS TO FORM:

  
\_\_\_\_\_  
City Attorney



Florida Department of Agriculture and Consumer Services  
CHARLES H. BRONSON, Commissioner  
The Capitol • Tallahassee, FL 32399-0800  
[www.doacs.state.fl.us](http://www.doacs.state.fl.us)

Please Respond to:

Division of Forestry  
Forest Management Bureau  
3125 Conner Blvd. / C25  
Tallahassee, FL 32399-1650

June 29, 2009

Ms. Jennifer Nanek  
City of Lake Wales  
201 W. Central Avenue  
Lake Wales, Florida 33853

RE: Application Number 09-29

Dear Ms. Nanek:

Congratulations! It gives me great pleasure to inform you that the Urban and Community Forestry Grant proposal you submitted in response to RFP/DF-08/09-66 has been selected by the Florida Department of Agriculture and Consumer Services to receive a grant award in the amount of \$20,000.00.

Under separate cover, you will receive three (3) copies of the Memorandum of Agreement (MOA) for your project. Please have each copy signed by the appropriate individual and return two of them at your earliest convenience to Program Accountant Kelly Boutwell, whose address is listed at the top of this page. Your local County Forester will be in touch with you in the near future to discuss program implementation and reporting procedures.

The funding from the US Forest Service for this grant program is still enroute to our agency. Therefore, there may be some delay before you receive your MOA. In the meantime, please do not expend any funds that you intend to claim as either grant reimbursement or match until your MOA is executed by both parties.

As you are undoubtedly aware, Florida's urban forests play a vital role in the health and well being of our citizens and communities. I am confident that the work you have proposed under this grant will do much to ensure the sustainability of Urban and Community Forestry in your area and I look forward to hearing of your success.

Should you have any questions concerning this Urban and Community Forestry Grant, please contact either Urban Forestry Coordinator Charlie Marcus, at 850/921-0300, or Program Accountant Kelly Boutwell, at 850/922-5832.

Sincerely,

CHARLES H. BRONSON  
COMMISSIONER OF AGRICULTURE

CHB/kb



**Florida Agriculture and Forest Products**  
\$97 Billion for Florida's Economy



Florida Department of Agriculture and Consumer Services  
CHARLES H. BRONSON, Commissioner  
The Capitol • Tallahassee, FL 32399-0800  
[www.doacs.state.fl.us](http://www.doacs.state.fl.us)

Please Respond to:  
Division of Forestry  
Forest Management Bureau  
3125 Conner Boulevard, C-25  
Tallahassee, Florida 32399-1650

September 14, 2009

Ms. Jennifer Nanek  
City of Lake Wales  
201 W. Central Avenue  
Lake Wales, Florida 33853

RE: Contract Number 15151

Dear Ms. Nanek:

Enclosed are three copies of a contract which need to be signed. Once signed, please retain one copy for your records and return the other two copies to me as soon as possible.

Should you have any questions, please don't hesitate to call me at (850)922-5832.

Sincerely,

**CHARLES H. BRONSON**  
**COMMISSIONER OF AGRICULTURE**

*Kelly Boutwell*

Kelly Boutwell  
Division of Forestry

Enclosures (3)



**Florida Agriculture and Forest Products**  
Over \$100 Billion for Florida's Economy



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

FDACS CONTRACT #

015151

This Agreement, made and entered into this the 18<sup>th</sup> day of September, 20 09 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, hereinafter called the "Department" and the City of Lake Wales, 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 09-29, 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. 2009-03, dated April 9, 2009, 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, 2010.
- C. The Contractor has estimated the project cost to be \$40,000 as shown on the grant application budget sheet attached as Exhibit B. The Department agrees to reimburse to the Contractor the total sum of \$20,000 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 H**) on project accomplishments **quarterly** (September 2009, December 31, 2009, March 31, 2010, June 30, 2010, 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 G**) 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, 2010.
- 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 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 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 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 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. All products (brochures, signs, videos, etc.) funded by the Urban and Community Forestry Grant must display a statement that the grant recipient is an equal opportunity provider.

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:

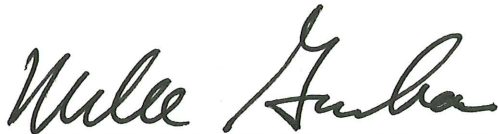
Mr. Charlie Marcus  
Forest Management Bureau  
3125 Conner Boulevard, Suite R-8  
Tallahassee, Florida 32399-1650

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

Ms. Jennifer Nanek  
City of Lake Wales  
201 W. Central Avenue  
Lake Wales, Florida 33853

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES**



Signature



Title

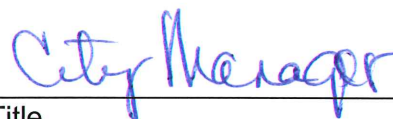


Date

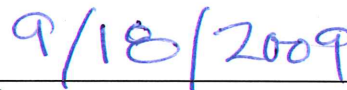
**CONTRACTOR**



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  
\$ 20,000.00

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

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

*Federal Program:*

*List applicable compliance requirements as follows:*

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

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

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

#### MATCHING RESOURCES FOR FEDERAL PROGRAMS:

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

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

#### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

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

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

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

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

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

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

## ATTACHMENT G

Page \_\_\_\_\_

REIMBURSEMENT SUMMARY SHEET  
URBAN AND COMMUNITY FORESTRY GRANT PROGRAM

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

Remit payment to:

---

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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 H

### Florida Division of Forestry 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: 9/30/09  
(Date)

PLEASE RETURN BY 10/05/09

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?	<input type="checkbox"/>	<input type="checkbox"/>
Is the project on schedule to be completed by the end of the contract term?	<input type="checkbox"/>	<input type="checkbox"/>
Have any claims been submitted for reimbursement?	<input type="checkbox"/>	<input type="checkbox"/>
Has payment been received for claims submitted?	<input type="checkbox"/>	<input type="checkbox"/>
Do you require assistance from a DOF forester on this project?*	<input type="checkbox"/>	<input type="checkbox"/>

\*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)

## 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 requirement 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 85.100-

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 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 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) Notify 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)

City of Lake Wales

201 W. Central Ave.

Lake Wales, FL 33853

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.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE 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. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: director, Grants Policy and Oversight Staff 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.

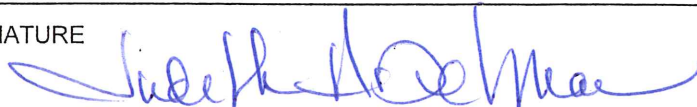
NAME OF APPLICANT

City of Lake Wales

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Judith H. Delmar, Interim City Manager

SIGNATURE



DATE

8/16/09

BID NUMBER: RFP/DF-08/09-66

OPENING DATE: APRIL 17, 2009 @ 2:00 P.M.

**ATTACHMENT D**  
**FLORIDA URBAN AND COMMUNITY FORESTRY GRANT PROPOSAL FORM 2009**

**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., April 17, 2009 at:**

Department of Agriculture and Consumer Services  
**Purchasing Office - U&CF - 2009 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: City of Lake Wales Tree Maintenance Program

Proposer Name: City of Lake Wales

Name and Title of Contact Person: Jennifer Nanek, Grants Administrator

Address: 201 W Central Ave. Lake Wales FL

Zip: 33853 Phone: (863) 678-4182x270

FEID Number 59-6000357 US Congressional District Number 12

Is your organization a Nonprofit 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.  
none

Citizen Tree Advisory Board or Tree Advocacy Group, describe: None

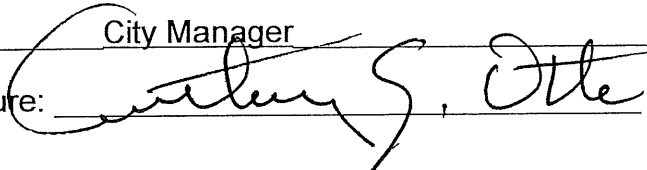
Urban Tree Inventory or Management Plan, how current? November 2008

Tree Ordinance Covering either public or private lands, describe: Private. Permit/replacement required

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: Anthony G. Otte

Title: City Manager

Signature:  Date: 4/6/09



**ATTACHMENT D (CONTINUED)**

**PROJECT DESCRIPTION**

**(two page limit, #12 font, single-space)**

**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:**

Local community: Lake Wales is a city of approximately 13,000 people and is located in the rolling hills of central Florida at the junction of US Highway 27 and State Road 60. The City is poised for significant growth. Over half of the land area in the city limits (6,600/12,252 acres) is vacant, and the vast majority of it was annexed for development, primarily residential. The local economy is based upon agriculture, small manufacturing, and retail. The per capita income level of residents is only 75% of that of the state and U.S. The population at the U.S. Census of 2000 was 35% black and 40% total minorities.

Current urban forestry program: The beautiful trees in the parks on the shores of Lake Wales and along the streets are a major asset of Lake Wales. Programs to preserve and maintain trees in the community have not been consistent over the years. In the last several years, however, the city has made several strides in establishing a comprehensive program.

Three hurricanes came through Lake Wales in 2004 causing major damage to the city's trees on private and public property. Cleaning up downed trees and branches was a major undertaking for city crews.

Budget constraints which forced reductions in parks staff a few years ago have limited what the city has been able to accomplish in maintaining its public trees. However, the city has made efforts to advance its tree program through obtaining grants, enacting various tree protection ordinances, establishing a Parks and Community Appearance Committee, and adopting tree protection and replacement requirements for development. These requirements have been used successfully to fund an inventory of the trees in Lake Wales parks, to provide matching funds for grants, and to plant trees along streets.

A professional forester has been hired for special projects, including the recent tree study of the City's Lake Wales Park system. The study, performed by Steve Edgar, forester for CPH Engineering of Sanford, included recommendations for the maintenance of approximately 570 trees in the parks surrounding the lake. An annual pruning program is recommended but is hampered by the lack of a bucket truck for trimming large trees. The city had an old one but it is now broken down and cannot be certified for use.

Recent tree planting projects include planting 18 live oak trees along Central Ave., which leads through downtown to the lake and planting of trees and other plants in the median and at the intersection of Central Ave. and U.S. Highway 27 in conjunction with the state's widening of the highway.

**Proposed projects:**

- Plantings in medians along U. S. Highway 27 in conjunction with Dept of Transportation roadway.
- Refurbishing street plantings – downtown historic district. Grant funds are being sought out.
- Tree protection – Lake Wales Park system. Many of the 570 trees show damage from mowers and from vehicles parking on their roots. Mulching, plantings, and barriers are planned for protection.
- Annual maintenance program – Lake Wales Park.



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

- 2008 - Planting of 30 trees in Lake Wailes Park replacing many trees lost in the 2004 hurricanes.
- 2001 – Funded a study which inventoried trees and recommended the purchase of a bucket truck.

**Describe the goals and objectives of this project:**

A bucket truck will enable the city to resume maintenance of trees on public property, including parks, and along streets. A list of priority trees for trimming and pruning has been compiled, based upon prior studies and surveys, but the lack of a functional bucket truck has hampered progress.

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

Many of the trees on the priority list for pruning present a hazard to public use of playgrounds and sidewalks. A regular program of pruning will reduce damage to trees in future storms.

**Describe why these funds are needed to complete this project:**

The city does not have sufficient funds to purchase a bucket truck as the economy is in flux.

**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 environmental value is that our trees will be maintained and protected from future hurricanes. With new trees, more birds and wildlife will be attracted to our parks allowing our families and tourists to experience unique Florida wildlife.

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

Other communities and power companies will be contacted to locate a suitable second-hand truck.

**How will this project increase citizen involvement and support for the community's urban forestry program in the long term?**

The parks are well used on a daily basis by the public. In addition numerous public events take place in the park under the shade of the many large live oaks. Several citizen advisory boards are all very supportive and concerned about care of the parks.

**What evidence of community support for this project can be produced?**

Letters of support are attached and are from County Commissioner Randy Wilkinson, the Green Horizon Land Trust, the Historic Lake Wales Society, the Lake Wales Main Street, and the Lake Wales Art Center.

**How will this project be publicized in the local community?**

Local Newspapers – Ledger, News Chief, Lake Wales News; Community Presentations

**Tree City USA certification and growth award, last year current?** N/A

**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?**

Consultation with professionals in the field will be used to assist in the purchase of a bucket truck. A professional arborist will also be engaged to update parks staff on proper pruning techniques.

**What new partnerships will the project create or encourage?**

Partnerships with recreation and environmental groups to plan the program and maintain the trees.

BID NUMBER: RFP/DF-08/09-66

OPENING DATE: APRIL 17, 2009 @ 2:00 P.M.

ATTACHMENT E  
BUDGETActivity: City of Lake Wales Tree Maintenance ProgramSpecific Description: Purchase of Bucket TruckSUMMARY OF COSTS (A 50/50 match on behalf of the proposer is required).

	Requested Grant \$ I	Local Match \$ II
Contractual costs		
Personnel costs		
Travel costs		
Equipment costs	<u>20,000</u>	<u><del>30,000</del> 20,000</u>
Supplies costs		
Operating costs		
Tree costs		
Overhead costs		
Total Requested Grant (I) \$	<u>20,000</u>	
Total Matching Costs (II) \$	<u><del>30,000</del></u>	\$ <u><del>30,000</del> 20,000</u>
Total Program Costs (III) \$	<u><del>50,000</del></u>	<u>40,000</u>

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

50 40 % Grant request 50 60 % Local match**A budget, detailing all costs identified above must be attached.**

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

County PolkDescribe the Specific Location of the Project: Lake Wales

Who has responsibility for overseeing Project implementation (name and title):

Jerry Torrance, Assistant to the City Manager

Who has maintenance responsibility for the Project after completion:

City of Lake WalesIs the Land Ownership Public or Private?: PublicName of Landowner: City of Lake WalesProject Title: City of Lake Wales Tree Maintenance ProgramApplicant Name: City of Lake WalesEmail Address: jnanek@cityoflakewales.com

BID NUMBER: RFP/DF-08/09-66

OPENING DATE: APRIL 17, 2009 @ 2:00 P.M.

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<b>Equipment</b> (list items)				
Bucket Truck	1	\$50,000	\$20,000	<del>\$30,000</del> 20,000

BID NUMBER: RFP/DF-08/09-66

OPENING DATE: APRIL 17, 2009 @ 2:00 P.M.

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<b><u>Operating Costs</u></b> (List)	n/a	n/a	n/a	n/a
<b><u>Trees</u></b> (list species and size)	n/a	n/a	n/a	n/a
Overhead**	n/a	n/a	n/a	n/a
Total	1	\$50,000	\$20,000	<del>\$30,000</del>

20,000

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

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

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

**RESOLUTION 2009-03**

**A RESOLUTION BY THE CITY OF LAKE WALES, FLORIDA TO ENTER INTO AN URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY**

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

**WHEREAS**, the City of Lake Wales desires to apply for an Urban and Community Forestry Grant which would provide monies for the City's forestry program to help purchase much needed equipment; and

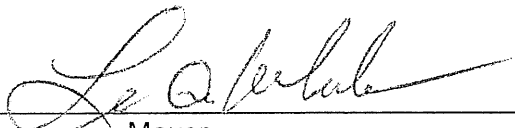
**WHEREAS**, the City of Lake Wales wishes to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the City of Lake Wales, Florida and the Florida Department of Agriculture and Consumer Services;

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of Lake Wales, Florida:

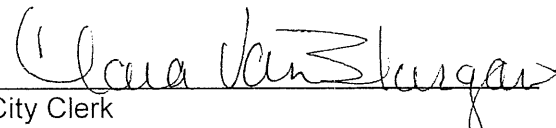
Section 1. The City Commission supports the development of a forestry program to allow continuation of the city's tree planting program.

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

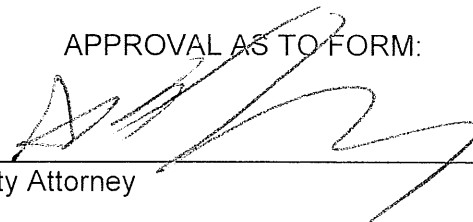
**INTRODUCED, PASSED AND ADOPTED THIS THE 9TH DAY OF APRIL 2009.**

BY:   
Mayor

ATTEST:

  
City Clerk

APPROVAL AS TO FORM:

  
City Attorney