

RESOLUTION NO. 12-977

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO APPLY FOR A GRANT FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES TO PROVIDE FINANCIAL ASSISTANCE; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO SATISFY THE REQUIRMENTS OF THE GRANT APPLICATION; PROVIDING COMMITMENT OF MATCHING FUNDS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town desires to a submit a grant application to the Florida Department of Agriculture and Consumer Services (the "FDACS") for the FDACS 2012 National Urban and Community Forestry Grant Program to provide financial assistance towards the improvement of the urban environment (the "Project"); and

WHEREAS, the proposed Project cost for development of the Project is estimated not to exceed \$30,000.00, with FDACS grant funds of approximately 50% of the Project cost not to exceed \$15,000.00, and the Town's matching funds of approximately 50% of the Project cost not to exceed \$15,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization for Application. The Town Manager and/or his designee are authorized to apply for a grant from the Florida Department of Agriculture and

Consumer Services (the “FDACS”) for the FDACS 2012 National Urban and Community Forestry Grant Program to provide financial assistance towards the Project in an amount not to exceed \$30,000.00, for which 50% or not to exceed \$15,000.00 would be funded by FDACS, and in connection with such application to execute such grant agreements and other contracts and documents, to execute any necessary amendments to grant applications and contracts, and take such other acts as may be necessary to bind the Town and accomplish the intent of this Resolution. The Town will execute a Maintenance Memorandum of Agreement with the Department of Agriculture as needed.

Section 3. Authorization of the Town Officials. The Town Manager and Town Attorney are authorized to take all actions necessary to move forward with the grant application.

Section 4. Authorization of Matching Funds. If awarded the grant, the Town agrees to commit 50% matching funds in an amount not to exceed \$15,000.00.

Section 5. Authorization Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the grant application.

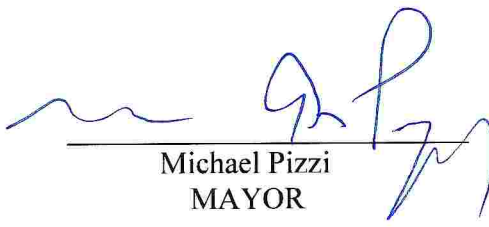
Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13TH day of March, 2012.

Motion to adopt by Councilmember Mary Collins, second by Mayor Michael Pizzi.


FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	<u>Yes</u>
Vice Mayor Cesar Mestre	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Tim Daubert	<u>Yes</u>
Councilmember Nelson Hernandez	<u>Yes</u>
Councilmember Nick Perdomo	<u>Yes</u>
Councilmember Richard Pulido	<u>Yes</u>



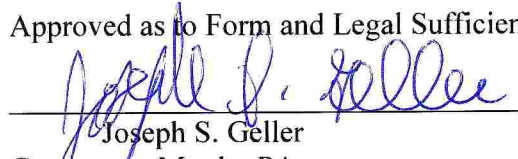
Michael Pizzi
MAYOR

Attest:



Marjorie Tejada
TOWN CLERK

Approved as to Form and Legal Sufficiency



Joseph S. Geller
GreenspoonMarder PA
INTERIM TOWN ATTORNEY

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

FDACS CONTRACT #

019034

This Agreement, made and entered into this the _____ day of _____, 20____ by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, hereinafter called the DEPARTMENT and the Town of Miami Lakes, 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 12-21, 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. 12-997, dated March 21, 2012, has indicated its support of the grant application and authorized its officers to execute this Agreement on its behalf;

NOW, THEREFORE, the parties, for and in consideration of the mutual covenants and agreements contained herein agree as follows:

- A. Failure by the CONTRACTOR to sign and return this agreement, within 60 days upon receipt of the agreement, shall constitute forfeiture of the award.
- B. The contract is valid upon execution through January 31, 2014.
- C. The CONTRACTOR has estimated the project cost to be \$13,000 as shown on the grant application budget sheet attached as Exhibit B. The DEPARTMENT agrees to reimburse to the CONTRACTOR the total sum of \$6,500 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 (**Attachment H**) on project accomplishments **quarterly** (September 30, 2012, December 31, 2012, March 31, 2013, June 30, 2013, 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 Florida Forest Service 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 United States 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 **March 15, 2014**.
- 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 from the USDA. Forest Service through the Florida Forest Service.

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

Intellectual property is subject to the following additional provisions:

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

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

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

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

Invoices returned to a CONTRACTOR due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

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

Purchases of \$2,500 to \$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, 1-877-693-5236.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

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

The DEPARTMENT shall have the right of unilateral cancellation for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material made or received by the CONTRACTOR in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

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 I are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a CONTRACTOR subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.
- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, F.S., applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 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 or its designee, access to such records upon request.
- (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the non-state entities financial reports, management letter, auditee's written responses or corrective action plan, correspondence on the follow-up of prior years corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - (a) The Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, FL 32399-0800
 - (b) The Auditor General's Office at the following address:
State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

G. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with

Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).
- J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.
- L. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
 - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
 - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

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

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 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 at the following address:
- The Department of Agriculture and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800
- F. Any reports, management letters, or other information required to be submitted to the DEPARTMENT of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.
- G. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133, as revised, should indicate the date

that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- I. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
 - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
 - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

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) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, 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 shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

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

The CONTRACTOR is informed that an entity or affiliate who has been placed in the discriminatory 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 Florida Statute 768.28, the CONTRACTOR Covenants and agrees that it shall indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents and employees from any claim, action, neglect or omission by the CONTRACTOR during the performance of the Agreements, whether direct or indirect, and whether any person or property to which the DEPARTMENT or said parties may be subject, except that neither the CONTRACTOR nor any of its sub-contractors shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees.

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

All contracts entered into by the DEPARTMENT or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

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

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

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

Mr. Charlie Marcus
Forest Management Bureau
3125 Conner Boulevard, C-25

Tallahassee, Florida 32399-1650

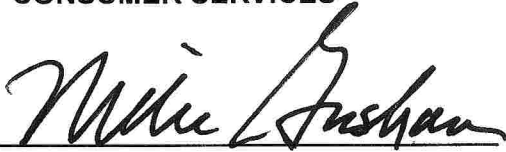
All notices, demands, requests or other instruments to the CONTRACTOR shall be addressed to:

Ms. Dorcas Perez
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES**

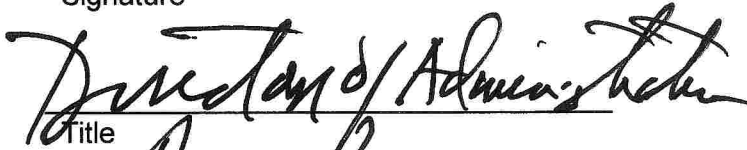
CONTRACTOR



Signature



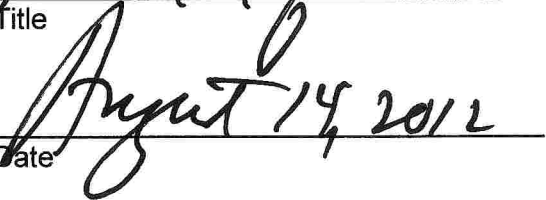
Signature



Title



Title



Date



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
\$ 6,500.00

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 H

**Florida Forest Service
Urban Forestry Grant Project
Interim Status Report**

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

Project Status as of: _____
(Date)

FFS 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

Date when the vendor to perform the project will be/has been selected: **Date:** _____

Date when the work on the project will/has commenced: **Date:** _____

Date when the project is scheduled to be/has been completed: **Date:** _____

Date when reimbursement claims have been/will be submitted: **Date:** _____

Assistance Needed from a Florida Forest Service County Forester:

Technical Assistance on Project Site Technical Assistance on Urban Program

Technical Assistance on Claim Process Certification of Completion/Acceptance

Status Notes:

Prepared By: _____
(Print Name)

(Signature)

12-21



ADAM H. PUTNAM
COMMISSIONER

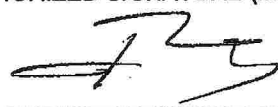
Submit Bids to:
Florida Department of Agriculture and Consumer Services
407 South Calhoun Street - Mayo Building, Room SB-8
Tallahassee, FL 32399-0800

Telephone: (850) 617-7181



COPY

Page 1 of 67 Pages	BIDS NO. RFP/FFS-11/12-24
AGENCY MAILING DATE: January 31, 2012	WILL BE OPENED MARCH 30, 2012 @ 2:00 P.M. and may not be withdrawn within 90 days after such date and time NOTICE OF INTENDED AWARD POSTING WILL BE ON OR ABOUT May 25, 2012
BID TITLE: 2012 NATIONAL URBAN AND COMMUNITY FORESTRY GRANT PROGRAM	

VENDOR NAME Town of Miami Lakes	AUTHORIZED SIGNATURE (MANUAL) 
VENDOR MAILING ADDRESS 15150 NW 79th Court	
CITY - STATE - ZIP Miami Lakes, Florida 33016	AUTHORIZED SIGNATURE (TYPED) TITLE Alex Rey, Town Manager
TELEPHONE: (305) 364-6100	

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.

GENERAL INSTRUCTIONS TO RESPONDENTS

- Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
 - "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
 - "Respondent" means the entity that submits materials to the Buyer in accordance with these instructions.
 - "Response" means the material submitted by the respondent in answering the solicitation.
 - "Timeline" means the list of critical dates and actions included in the Introductory Materials.
- General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
- Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
 - an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
 - Technical Specifications,
 - Special Conditions and Instructions,
 - Instructions to Respondents (PUR 1001),
 - General Conditions (PUR 1000), and
 - Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.
- Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to

ATTACHMENT D

FLORIDA URBAN AND COMMUNITY FORESTRY GRANT PROPOSAL FORM 2012

GENERAL INSTRUCTIONS: Please complete all items pertaining to the Category Grant for which you are applying. The proposal packet must not exceed thirty (30) one sided pages, including attachments. All attachments must be 8 1/2" X 11", except any attached sketches, plans and maps which must be no larger than 2' X 3' and folded into 8 1/2" X 11". Six (6) copies (one copy with original signatures and five copies) of the proposal packet including the proposal form, the project description and all attachments must be received no later than 2:00 p.m., March 30, 2012, at:

Department of Agriculture and Consumer Services
Purchasing Office - U&CF - 2012 PROPOSAL
407 S. Calhoun Street
Mayo Building - Room SB-8
Tallahassee, FL 32399-0800
Telephone (850) 617-7181

If you have any questions, please see ATTACHMENT O, "Florida Forest Service District/Center Contacts"

PROPOSER INFORMATION (Please Print or Type)

Project Title: Miami Lakes Tree Management Plan

Proposer Name: Town of Miami Lakes

Name and Title of Contact Person: Dorcas Perez, Grants Administrator

Address: 15150 NW 79th Court Miami Lakes, Florida

Zip: 33016

Phone: (305) 364-6100

FEID Number 65-1083493

US Congressional District Number: 21 and 25

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

Yes X No

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 YES. Please see details on following page.

Citizen Tree Advisory Board or Tree Advocacy Group. Describe: YES. Please see details on following page.

Urban Tree Inventory or Management Plan, how current?: YES. Please see details on following page.

Tree Ordinance covering either public or private lands, describe: YES. Please see details on following page.

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: Alex Rey

Title: Town Manager

Signature: [Handwritten Signature]

Date: March 28, 2012

PROJECT DESCRIPTION
Urban and Community Forestry Grant Proposal

CONTINUED FROM ATTACHMENT D COVER PAGE

Professional Staff, in-house or contracted. List qualifications such as ISA certification, forestry degree, etc. The Town has a Registered Arborist on staff; Armando Munoz is ISA certified (CA#FL-6339A). Each contract vendor also employs ISA Arborists (Superior, Brickman, Valley Crest, Groundkeepers, SFM and CNC).

Citizen Tree Advisory Board or Tree Advocacy Group. Describe: The Town has an active Beautification Advisory Committee composed of concerned resident volunteers that advise the Town Council on town beautification issues and issues concerning tree and canopy resources.

Urban Tree Inventory or Management Plan, how current? In 2008, the Town of Miami Lakes acquired and implemented the Arbor-Tree Management Software. Arbor-Pro is a comprehensive inventory program to efficiently manage tree resources and the tree canopy. The Town completed the first phase of the program, making an inventory of 1,000 trees in the Town's Parks. In 2010, the Town completed Phase II of the Parks Tree Inventory and has begun the Street Tree Inventory. The Town will use this grant money towards the critical next phase: the Tree Management Plan.

Tree Ordinance covering either public or private lands, describe: For Tree Protection and Preservation, the Town employs Miami-Dade County's Ordinance, Chapter 24, Article III.

PROJECT DESCRIPTION

Describe the local community and current urban forestry program, and role of applicant in that program if a non-profit group: The Town of Miami Lakes is an award-winning mixed-use master-planned community characterized by winding tree-lined roadways and neighborhoods built around scenic lakes with a 'main street' type of small town urban town center in the middle. Within walking distance of all the neighborhoods are retail, offices, parks and other green spaces. Miami Lakes is home to 29,000 residents and located in the northwest sector of metropolitan Miami-Dade County. Since development started in 1962 on a tree-less dairy farm, in 2000, it became Miami-Dade's 31st municipality. Miami Lakes can be distinguished from other communities by its mature trees and canopy, an integral part of the Town identity since its original design. The Town is strongly committed to maintaining its tree resources through beautification programs to replace damaged trees and add new trees as parks are developed. The Town established a resident-run Beautification Advisory Board to oversee the management of the Town's image as a densely-canopied community.

Previous U&CF Grants received by the applicant. When were they implemented and what did they accomplish? In 2009, the Town was awarded funding for the successfully implemented Town-wide Parks Tree Inventory and planting of seven live oaks. In 2011, the Town received funding for the Town-wide Street Tree Inventory, which has recently begun.

Describe the goals and objectives of this project: The goals and objectives of the Tree Management Plan project are as follows: Goals: 1. Using data from the Parks and Street Tree Inventories and industry best practices, develop a Town-wide Tree and Canopy Resource Management Program. Objectives: 1. Hire a student intern in Urban Forestry for the development of the plan, under the supervision of the Arborist; 2. Develop in-house training for the development of a training package; 3. Complete the Tree Management Plan for the Town.

Describe how this project will help to develop and improve this program in the long-term: The Tree and Canopy Resource Management Program will develop the standards for sustainability. Using the Parks and Street Tree Inventories to provide baseline data (location, size, health) and

assessment (damage, maintenance and valuation), the Tree Master Plan will lay the groundwork for a long-term vision for the Town Urban and Community Forestry program. The plan will address maintenance and care, removal/replacement plan, planting recommendations, list of recommended species to plant by area, upkeep of the tree inventory, trimming schedules, and power-line/storm-drain-friendly trees.

Describe why these funds are needed to complete this project: A declining tax base, increased need for infrastructure improvements and limited funds forced the Town to seek external sources of funding for projects. Matching funds can leverage the Town's funding to complete the project.

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 Tree and Canopy Resource Management Program includes environmental benefits through setting the standards for the optimum health of the trees and canopy as well as portions of the plan that focus on community educational components such as tree care and tree selection. The in-house training will address outreach and education to residents so that they can avoid fines.

What steps have been taken to carry out this project in a cost effectiveness manner? The Street Tree Master Plan and Tree Management Plan, taken together, will guide how new trees can be installed in a cost-effective manner and in strategic phases that match the budget and meet the goals of the plans.

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? Town residents and neighbors understand the value of trees and canopy, as evidenced by participation on the Beautification Advisory Committee and participation in volunteer tree plantings. Town residents are committed to maintain the urban forest and replant lost shade trees as the urban canopy is an amenity and asset to the community. The Tree Management Plan will guide future tree plantings and community service projects including Arbor Day and Earth Day Celebrations. Please see attached letters of support.

How will this project be publicized in the local community? The project will be publicized through press releases, local newspaper articles, community flyers, on the Town website and during popular community events such as Annual Arbor Day and Earth Day Celebrations.

Tree City or Tree Campus USA certification and growth award, last year current? The Town is a "Tree City USA" for 2007, 2008, 2009, 2010 and 2011. The Town received the Growth Award in 2009, 2010 and 2011.

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? The Town has a Registered Arborist on staff; Armando Munoz is ISA certified (CA# FL-6339A). Each contract vendor also employs an ISA Arborist.

What new partnerships will the project create or encourage? Partners include Miami-Dade County, local businesses, homeowner's associations and Miami Lakes Garden Club. New partnerships include local universities, Florida International University and St. Thomas University, for outreach for the student intern. The Town solicits private sponsorships to finance tree plantings and non-profit environmental educators to reach the public.

ATTACHMENT E

BUDGET

Activity: Local Government Program Development

Specific Description: Miami Lakes Tree Management Plan, In-House Training and Intern

SUMMARY OF COSTS

(A 50/50 match on behalf of the Proposer is required)

	REQUESTED GRANT \$	LOCAL MATCH \$
	I	II
Contractual costs	\$6,500	\$6,500
Personnel costs	\$8,500	\$8,500
Travel costs		
Equipment costs		
Supplies costs		
Operating costs		
Tree costs		
Overhead costs		
Total Requested Grant (I)	\$15,000 \$6,500	
Total Matching Costs (II)		\$15,000 \$6,500
Total Program Costs (III)		\$30,000 \$13,000

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

50 % Grant request

50 % Local match

A BUDGET, DETAILING ALL COSTS IDENTIFIED ABOVE MUST BE ATTACHED.

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

County Miami-Dade

Describe the Specific Location of the Project: Miami Lakes, Florida

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

Tony Lopez, Director of Community and Leisure Services

Who has maintenance responsibility for the Project after completion:

Tony Lopez, Director of Community and Leisure Services

Is the Land Ownership Public or Private?: Public

Name of Landowner: Town of Miami Lakes

Project Title: Miami Lakes Tree Management Plan

Applicant Name: Town of Miami Lakes

Email Address: perezd@miamilakes-fl.gov

**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)				
Tree Management Plan Development	1	\$8,500	\$4,250	\$4,250
In-House Training Development	3	\$1,500 each for staff, contractors, and residents= \$4,500	\$2,250	\$2,250
<u>Personnel</u> (List titles or positions)				
Student Intern	\$10/hour x 1,700 hours	\$17,000	\$8,500	\$8,500
<u>Travel</u>				

RESOLUTION NO. 12-977

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO APPLY FOR A GRANT FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES TO PROVIDE FINANCIAL ASSISTANCE; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO SATISFY THE REQUIRMENTS OF THE GRANT APPLICATION; PROVIDING COMMITMENT OF MATCHING FUNDS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town desires to a submit a grant application to the Florida Department of Agriculture and Consumer Services (the "FDACS") for the FDACS 2012 National Urban and Community Forestry Grant Program to provide financial assistance towards the improvement of the urban environment (the "Project"); and

WHEREAS, the proposed Project cost for development of the Project is estimated not to exceed \$30,000.00, with FDACS grant funds of approximately 50% of the Project cost not to exceed \$15,000.00, and the Town's matching funds of approximately 50% of the Project cost not to exceed \$15,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization for Application. The Town Manager and/or his designee are authorized to apply for a grant from the Florida Department of Agriculture and

21st day of March, 2012
Town of Miami Lakes
Certified Copy

Consumer Services (the "FDACS") for the FDACS 2012 National Urban and Community Forestry Grant Program to provide financial assistance towards the Project in an amount not to exceed \$30,000.00, for which 50% or not to exceed \$15,000.00 would be funded by FDACS, and in connection with such application to execute such grant agreements and other contracts and documents, to execute any necessary amendments to grant applications and contracts, and take such other acts as may be necessary to bind the Town and accomplish the intent of this Resolution. The Town will execute a Maintenance Memorandum of Agreement with the Department of Agriculture as needed.

Section 3. Authorization of the Town Officials. The Town Manager and Town Attorney are authorized to take all actions necessary to move forward with the grant application.

Section 4. Authorization of Matching Funds. If awarded the grant, the Town agrees to commit 50% matching funds in an amount not to exceed \$15,000.00.

Section 5. Authorization Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the grant application.


Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

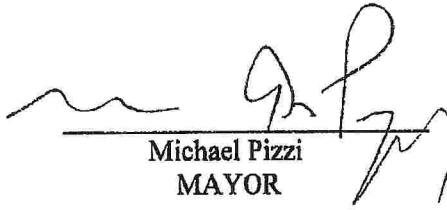
PASSED AND ADOPTED this 13TH day of March, 2012.

Motion to adopt by Councilmember Mary Collins, second by Mayor Michael Pizzi.

FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	<u>Yes</u>
Vice Mayor Ceasar Mestre	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Tim Daubert	<u>Yes</u>
Councilmember Nelson Hernandez	<u>Yes</u>
Councilmember Nick Perdomo	<u>Yes</u>
Councilmember Richard Pulido	<u>Yes</u>

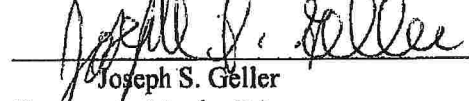
21st day of March, 2012
Town of Miami Lakes
Certified Copy




Michael Pizzi
MAYOR

Attest:


Marjorie Tejeda
TOWN CLERK

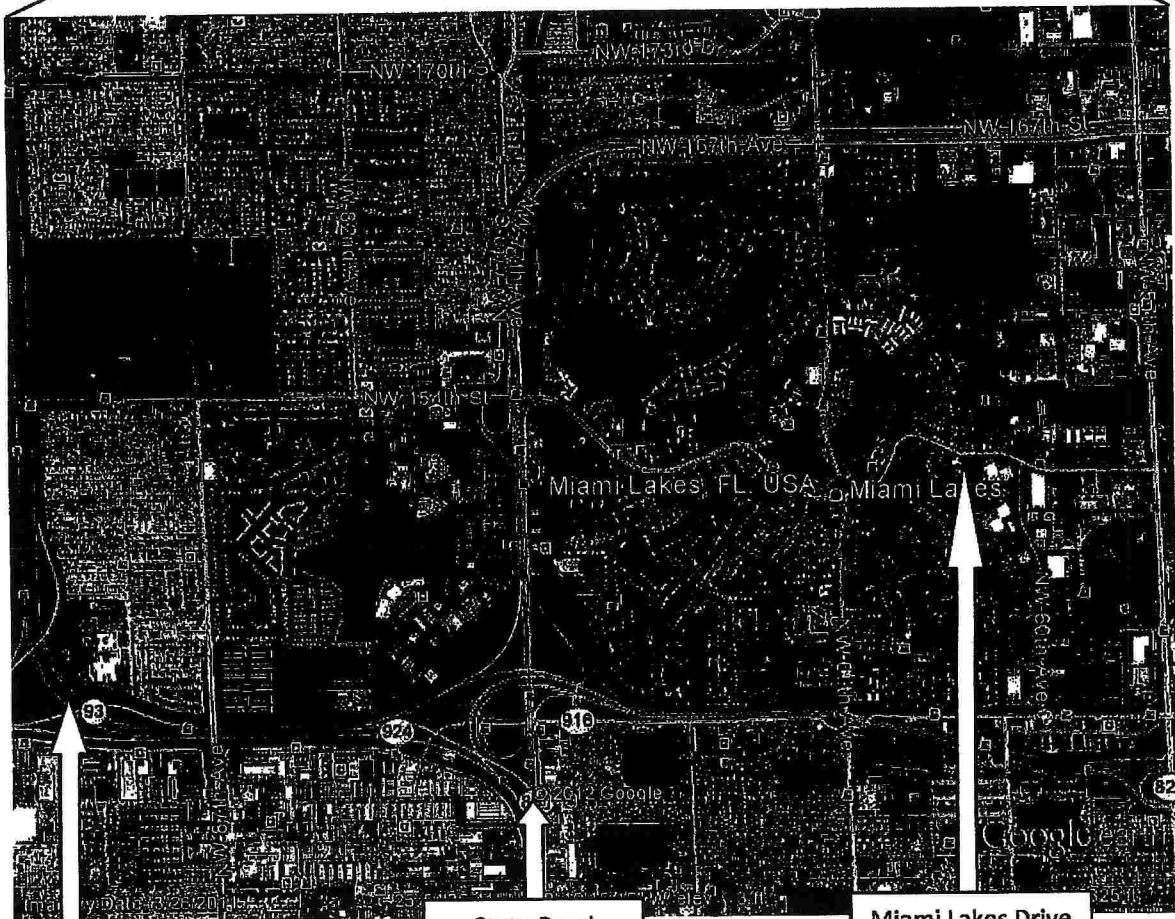
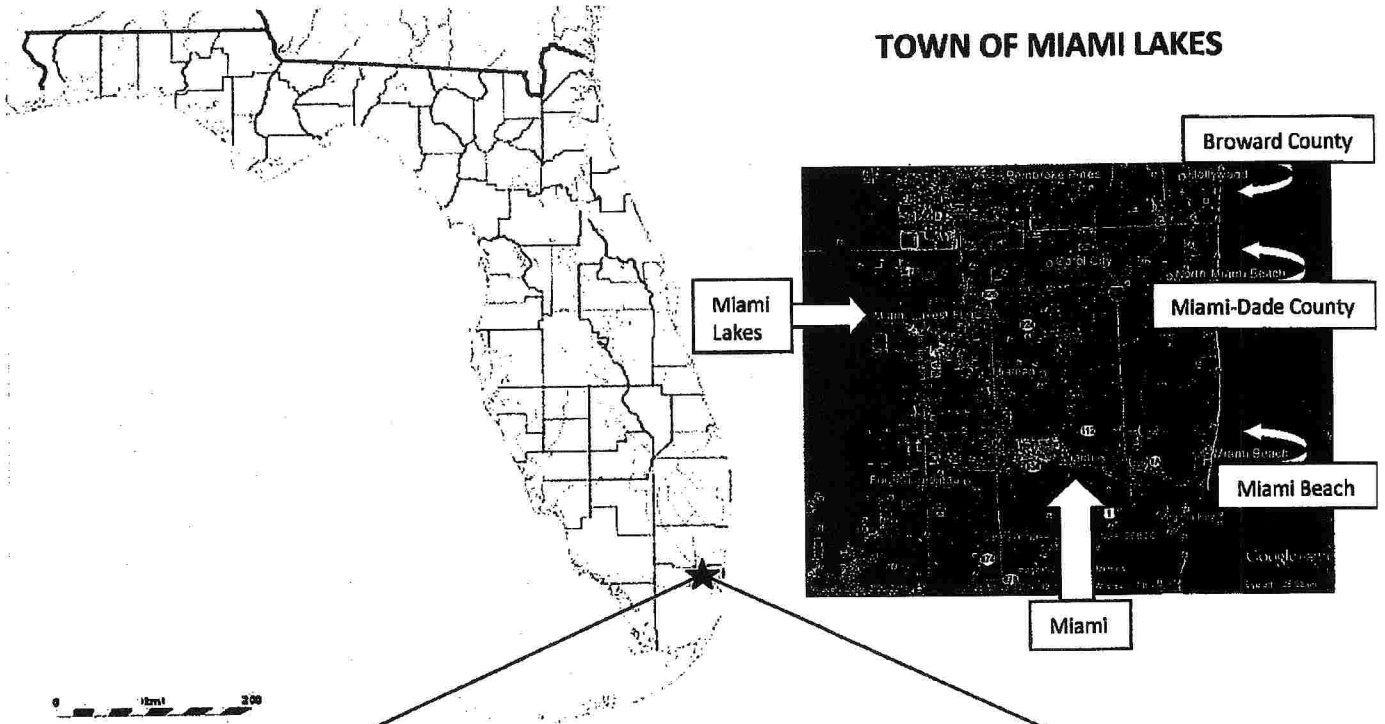
Approved as to Form and Legal Sufficiency


Joseph S. Geller
GreenspoonMarder PA
INTERIM TOWN ATTORNEY

21st day of March, 2012
Town of Miami Lakes
Certified Copy


Location Map Town of Miami Lakes

TOWN OF MIAMI LAKES



Interstate 75/I-75

**State Road
826/SR826**

**Miami Lakes Drive
NW 154th Street**