

FLORIDA FOREST SERVICE  
(850) 681-5800



THE CONNER BUILDING  
3125 CONNER BOULEVARD  
TALLAHASSEE, FLORIDA 32399-1650

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
COMMISSIONER ADAM H. PUTNAM

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July 14, 2015

**RECEIVED**

**JUL 28 2015**

**CITY MANAGER**

Ms. Carolyn Sheldon  
City of Key West  
PO Box 1409  
Key West, Florida 33041-1409

Dear Ms. Sheldon:

Congratulations! It gives me great pleasure to inform you that the Florida Forest Service, a division of the Florida Department of Agriculture and Consumer Services, has selected your proposal for a \$20,000 grant award from the 2015 Urban and Community Forestry Grant Program.

You will soon receive two copies of the project's Memorandum of Agreement (MOA) in the U.S. mail. Upon receipt, please have the appropriate individual **sign and return both copies within 45 days** to the Florida Forest Service, C/O Kelly Boutwell at 3125 Conner Boulevard, Tallahassee, Florida 32399.

Until both parties have executed the MOA, **do not** spend any funds that may be claimed as grant reimbursement or match.

If you have any questions or concerns, please contact Lou Shepherd, urban and community forestry coordinator at (850)681-5881, or Kelly Boutwell, program accountant at (850)681-5872.

Sincerely,

Jim Karels, State Forester/Director  
Florida Forest Service

JRK/lis



Florida Department of Agriculture and Consumer Services  
Division of Administration

FDACS CONTRACT #  
022776

ADAM H. PUTNAM  
COMMISSIONER

**FEDERAL FINANCIAL ASSISTANCE  
SUBRECIPIENT AGREEMENT**

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this 21<sup>st</sup> day of October, 2015 by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and the City of Key West, ("SUBRECIPIENT"). The SUBRECIPIENT shall perform the Scope of Work as outlined in Attachment A, hereby incorporated and attached hereto.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 70151500.

A. SUBAWARD AMOUNT

The total award amount for satisfactorily completing the Scope of Work is \$20,000.00 with a 1:1 match required (refer to section F - MATCHING OR COST SHARE). In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence upon execution and, unless sooner terminated or canceled, shall end on the 30th day of September of 2016 ("Term").
2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The SUBRECIPIENT shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The SUBRECIPIENT must register and maintain a registration in SAM until submittal of the final financial report. A data universal numbering system (DUNS) number is required for registration in SAM.

2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

- a. All expenditures of federal financial assistance under the AGREEMENT shall be in compliance with all applicable laws, rules and regulations applicable to expenditures of federal funds.
- b. The SUBRECIPIENT shall implement applicable National Policy Requirements.

2. Deliverables

The SUBRECIPIENT must provide quantifiable, measureable and verifiable units of Deliverables (Deliverables) which must be received and accepted in writing by the RECIPIENT before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in Attachment A, Scope of Work, as incorporated by reference and attached hereto.

3. Financial Management

- a. The SUBRECIPIENT shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this AGREEMENT.
- b. The SUBRECIPIENT shall comply with 2 CFR, Part 200 and adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.

- b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT's grant manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the SUBRECIPIENT APPLICATION.
  - c. All reimbursement requests must be submitted using the RECIPIENT's standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.
  - d. The payment request packet is downloadable from [www.FreshFromFlorida.com](http://www.FreshFromFlorida.com).
  - e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.
  - f. Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the Budget Plan and Scope of Work.
  - g. **Travel and per diem costs are not allowable under this contract.**
  - h. No advance payments are allowed.
5. Payment of Reimbursement Requests
- a. Payment for allowable, necessary and reasonable costs shall be made within thirty (30) days after acceptance by the RECIPIENT. Payment request packets returned to the SUBRECIPIENT due to omissions or preparation errors will result in a payment delay.
  - b. Payment requests for a percentage of work completed on each task deliverable are allowed.

- c. Payment is contingent upon the availability of funding from the federal agency and SUBRECIPIENT'S compliance with the terms and conditions of this AGREEMENT.
- d. The final payment under this AGREEMENT shall be made upon completion of the Scope of Work including all deliverables and the receipt and approval of all reports required hereunder. The following documentation is required:
  - (1) Reimbursement Request Form with required backup documentation
  - (2) Final report summarizing what was accomplished with the grant funding
  - (3) News release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding
  - (4) Certification of Acceptance executed by a Florida Forest Service official

The SUBRECIPIENT must submit the final claim for reimbursement to the RECIPIENT on or before 30 days from the end of the term of the contract.

- e. Disallowance or adjustments due to audit findings may require the SUBRECIPIENT to return funds to the RECIPIENT. The SUBRECIPIENT is solely responsible for reimbursing the RECIPIENT for amounts incorrectly paid to the SUBRECIPIENT.

#### 6. Program Income

- a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR, 200.80.
- b. The SUBRECIPIENT must report to the RECIPIENT any program income received or anticipated from the activities performed under this AGREEMENT.

7. Revision of Budget Plan

- a. The Budget Plan, Attachment B, Budget, as incorporated by reference and attached hereto, lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work, including the completion of Deliverables.
- b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.
- c. Prior approval, evidenced by contract amendment, is required for:
  - (1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.
  - (2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.
  - (3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

The SUBRECIPIENT shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel and delays in completion of the work.

9. Acknowledgements

The SUBRECIPIENT shall have an acknowledgement of the USDA Forest Service's support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research

instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public. Minimum verbiage requirement is as follows *"This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."*

Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.

Audiovisual means a product containing visual imagery or sound or both.

The SUBRECIPIENT acknowledgement must contain a disclaimer that states: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the USDA Forest Service.

Language shall read:

**The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the USDA Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the USDA Forest Service nor does mention of trade names, commercial productions, services or organization imply endorsement by the U.S. Government.**

## E. PROPERTY STANDARDS

### 1. Equipment and Real Property

- a. Equipment must be used in the project for which the federal funds are derived.
- b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds \$5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.
- c. The SUBRECIPIENT must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and

condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.

- d. A physical inventory is required at least once every two years.
- e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the RECIPIENT is required.
- f. At the end of the award period, the SUBRECIPIENT is required to request from the RECIPIENT disposal instructions and is required to notify the RECIPIENT of the fair market value of the equipment and/or real property.

## 2. Insurance Coverage

The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from loss due to theft, fraud and/or undue physical damage. SUBRECIPIENT shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

## 3. Intellectual Property

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this AGREEMENT shall become the exclusive property of the RECIPIENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the SUBRECIPIENT nor any individual employed under this AGREEMENT shall have any proprietary interest in such property.
- 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 RECIPIENT.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," SUBRECIPIENT shall immediately assign to the RECIPIENT all



copyrights subsisting therein for the consideration set forth in the AGREEMENT and with no additional compensation.

- d. The foregoing shall not apply to any preexisting software, or other work of authorship used by SUBRECIPIENT to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by SUBRECIPIENT pursuant to a previous AGREEMENT with the RECIPIENT or by a purchase by the RECIPIENT under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

- a. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.
- b. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
- c. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.
- d. The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION.
- e. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign in/sign out log and must explicitly state the method for valuation of the hours. The value must be reasonable.
- f. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.
- g. In-kind contributions must be provided by a third party during the period for which they are being claimed.
- h. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third party in-kind contributions may

count if they have been used towards other cost sharing requirements.

#### G. GENERAL PROCUREMENT STANDARDS

1. The SUBRECIPIENT will follow the same policies and procedures it uses for procurements from other funding sources.
2. The SUBRECIPIENT must have documented procurement procedures.
3. The SUBRECIPIENT must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

#### H. PERFORMANCE MONITORING AND REPORTING

1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from [www.FreshFromFlorida.com](http://www.FreshFromFlorida.com).
2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.
3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.
4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this AGREEMENT to ensure compliance with project activities and statutes, regulations and rules.
5. The RECIPIENT will give 48 hours of notice of any on site review.
6. The SUBRECIPIENT shall make available all personnel involved in the performance of work on this AGREEMENT.
7. Failure to correct substandard performance within thirty (30) days after written notice from the RECIPIENT shall result in suspension and/or termination of the AGREEMENT.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

- a. Upon reasonable notice, the RECIPIENT shall have access to the SUBRECIPIENT'S records during normal business hours.
- b. The SUBRECIPIENT shall maintain all records pertinent to the activities to be funded under this AGREEMENT for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the AGREEMENT have been completely resolved.

2. Public Access to Records

The SUBRECIPIENT shall comply with all applicable requirements of Chapter 119, Florida Statutes.

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the RECIPIENT 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 SUBRECIPIENT.
- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this AGREEMENT.

2. Termination

- a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:
  - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes,

rules, regulations, executive orders, federal guidelines, policies or directives;

- (2) Fails, to timely fulfill its obligations under the AGREEMENT;
  - (3) Improperly or illegally uses funds provided under this AGREEMENT; or
  - (4) Submits reports that are incorrect in any material respect.
- b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.
- c. Termination of this Agreement due to any of the above reasons will require the SUBRECIPIENT to refund to the RECIPIENT a pro-rated portion of the grant award based upon the following schedule:
- (1) If this Agreement is terminated within one year of this Agreement, 75 percent of the grant award;
  - (2) If this Agreement is terminated during the second year of this Agreement, 50 percent of the grant award;
  - (3) If this Agreement is terminated during the third year of this Agreement, 25 percent of the grant award.

#### K. CLOSE OUT

1. Notwithstanding the termination or expiration of this AGREEMENT, the SUBRECIPIENT'S obligations to the RECIPIENT shall survive until all close out requirements are completed. Close out activities shall include but are not limited to: completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to RECIPIENT or its designee.

## 2. Post-close Out Adjustments

Any funds paid in excess of the amount to which the SUBRECIPIENT is entitled under the AGREEMENT must be refunded to the RECIPIENT within thirty (30) days after demand therefore by RECIPIENT.

## L. AUDIT REQUIREMENTS

### 1. Audit Provisions

- a. If the SUBRECIPIENT is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.
- b. If the SUBRECIPIENT is a commercial organization (For-Profit), the organization will provide the RECIPIENT with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.
- c. Audit provisions are not required for a SUBRECIPIENT who is an individual.
- d. In the event that the SUBRECIPIENT expends \$750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.
- e. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.
- f. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

### 2. Basis for Determining Federal Awards Expended

- a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards, including federal resources received from the RECIPIENT.

- b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

### 3. Relation to Other Audit Requirements

- a. If the SUBRECIPIENT has an audit conducted in relationship to any other federal regulation or statute, the RECIPIENT may determine upon review if the audit reports meet the needs of the RECIPIENT. If so, an additional audit will not be required.
- b. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.
- c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO) or RECIPIENT to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

### 4. Frequency of Audits

Audits shall be performed annually to meet this requirement.

### 5. Sanctions

If the SUBRECIPIENT is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

### 6. Subrecipient Responsibilities

- a. The SUBRECIPIENT shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR, 200.512.
- b. The SUBRECIPIENT shall prepare the financial statements in accordance with 2 CFR, 200.510.
- c. The SUBRECIPIENT shall promptly follow up and take corrective action on audit findings.
- d. The SUBRECIPIENT will provide the auditor with access to records, personnel, documentation and other information as needed by the auditor.

## 7. Audit Findings Follow-up

- a. At the completion of the audit, the SUBRECIPIENT must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.
- b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.
- c. If the SUBRECIPIENT does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- d. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT.
- e. Failure of the SUBRECIPIENT to comply with the above requirement will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

## 8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 - Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the SUBRECIPIENT, its federal programs and the results of the audit.
- c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit requirements, the data was prepared in accordance with 2 CFR, 200.512, the reporting package does not include

protected personally identifiable information, the information is accurate and complete and the reporting package and form will be publicly available on the web.

- d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and data collection form described in Appendix X to 2 CFR, Part 200.
- e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <http://harvester.census.gov/fac/>.
- f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, 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 RECIPIENT.

#### M. GENERAL CONDITIONS

1. Nothing contained in the AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The SUBRECIPIENT will at all times remain an independent SUBRECIPIENT with respect to the services to be performed under the AGREEMENT.
2. Any changes to the AGREEMENT require the written approval of each parties authorized official.
3. The RECIPIENT shall have the right of unilateral cancellation for refusal by the SUBRECIPIENT to allow public access to all documents, papers, letters or other material made or received by the SUBRECIPIENT in conjunction with the AGREEMENT, unless the records are confidential or exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
4. The SUBRECIPIENT 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 a contract to provide any 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 be awarded or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under a contract 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.

5. 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).
6. The SUBRECIPIENT is informed that the employment of unauthorized aliens by any SUBRECIPIENT is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the AGREEMENT.
7. The SUBRECIPIENT is informed that an entity or affiliate who has been placed on 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 SUBRECIPIENT, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.
8. This AGREEMENT is contingent upon the availability of funding from the federal agency. The AGREEMENT may be terminated if funding from the federal agency is reduced or terminated.
9. The SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

10. Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this AGREEMENT and applicable Federal, State or County guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, the SUBRECIPIENT must submit such subcontracts to the RECIPIENT for its review and approval.
11. The SUBRECIPIENT will, to the extent permitted by law, hold harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT'S performance or nonperformance of the services or subject matter called for in this AGREEMENT. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity may otherwise apply.
12. The SUBRECIPIENT will comply with section 20.055, Florida Statutes.

N. PLANTING AND MAINTENANCE (IF APPLICABLE)

For installed tree or plant materials, a sixty (60) day grow-in-period and a Certification of Acceptance will be required after the project is completed. The planting and maintenance terms of this AGREEMENT start on the date of the Certification of Acceptance and continue for a period of three (3) years.

SUBRECIPIENT agrees to repair, or remove and replace at its expense, all or part of the project that falls below Standards. SUBRECIPIENT agrees to take basic precautions and actions as necessary to keep trees and plants free of disease and harmful insects. In the event any part or parts of the project, including all trees and plants, must be removed and replaced for any reason, replacements must meet the same grade, size, quality and other requirements as stipulated in the original plans and specifications.

SUBRECIPIENT will at all times maintain a safe work area and be responsible for oversight of litter and debris removal. Keep the grounds free of weeds. Mow or cut grasses to the proper length.

The above referenced responsibilities and functions to be performed by SUBRECIPIENT are subject to periodic inspections by the RECIPIENT. It is the intent of the parties that SUBRECIPIENT will be the owner of the plantings and other

installations included in the grant application.

## 1. Planting

**Site Factors:** Site factors influence long-term survivability. Check each site for mechanical, irrigation lines, electrical overhead and underground utilities, sidewalks, sign conflicts, traffic visibility, light poles, rights-of-way, all hardscape improvements, site size, water table and specific tree space requirements.

**Start with Quality Grade Trees:** All planting stock or replacement stock must be Florida Grade #1 or better. Select trees with a quality trunk form, branch arrangement and canopy uniformity.

**Tree Shipping, Handling and on-site Storage:** Trees should be protected during shipping by a tarp or shipped in an enclosed truck. Trees should never be lifted by the trunk. Lift using root ball straps or container handles. On the jobsite, store trees upright, in the shade, and irrigate twice daily with 5 gallons per caliper inch applied to the root ball until planting. Inspect root system quality. Check for kinked and/or circling roots. Do not store trees on asphalt.

**Tree Preparation:** All synthetic or non-biodegradable material such as nylon rope, synthetic wrap, treated burlap; black weed cloth liner, plastic wrap, string, strapping etc., must be removed from the root ball before planting. Remove all biodegradable material from the upper 1/3 of the root ball.

Cut or shave circling roots before planting. Prune roots that circle or dive into soil. These roots could cause stability and health problems later.

Take precautions to separate materials extending above the soil surface where they can act as a wick and dry the surrounding soil.

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

**Planting Hole Preparation:** The planting hole should be at least three times the diameter of the root ball (where possible). Tree pit depth should be at or slightly less

than the depth as the root ball. Place planting ball on existing soil so the tree will not settle. In no case should the trunk flair or first root emerging from the trunk be below the soil level.

Remove large rocks from the hole. Place the tree or palm in the center of the planting tree pit. Position the top of the root ball at or slightly above the surrounding soil surface.

Check to ensure the tree is positioned straight in the hole. Backfill with non-contaminated existing soil. When the hole is half full, slowly water and work the saturated soil.

Place no soil over the root ball at planting. Use of large amounts of organic matter in the backfill is not recommended. Secure the soil around the roots, and provide nourishment, water immediately after planting with 5 gallons of water per caliper inch. Rake the soil evenly around the entire planting area.

## 2. Finishing Planting

**Mulch:** Mulch an area at least two feet or three times the diameter of the root ball to a depth of 2-4" with wood chips, bark mulch, shredded mulch, leaves or pine needles. Keep the mulch several inches away from the tree or palm trunk. Do not pile mulch directly against the tree trunk. Replenish mulch as it decomposes maintaining a 2-4" layer over the life of the project.

**Staking:** Stake only if necessary; for example, if the tree or palm will not stand on its own due to potential vandalism or strong winds. For palm staking and bracing: Wrap 5 layers of burlap under wood battens connected with steel bands. Adjust wood brace length to fit palm pounded into the ground then, toenail to the battens.

Use commercially available elastic materials for strapping or ties equally placed around the tree that allows for movement and increases in tree diameter. Biodegradable material is recommended. Do not use wire even if the wire is inside rubber hosing. Stakes and ties should remain on the trees no longer than one year to avoid girdling.

**Pruning:** At the time of planting, remove only dead, diseased, damaged, rubbing, cross braches or fronds. After

planting, remove sucker sprouts observed around the base of the tree.

Begin corrective/structural pruning approximately one year after planting. When pruning, do not remove more than 1/3 of the live crown during any one growing season.

**Watering:** Start a regular watering schedule and follow it. Slow deep watering is recommended. Additional water will be needed during hot or dry periods. Promote tree root growth and stability by watering outward away from the trunk to the surrounding soil area. As the tree or palm establishes itself and grows, watering adjacent soil encourages root spread.

Different species of trees or palms and/or soil types need various degrees of watering. Monitor soil moisture, evaluate tree health and adjust irrigation schedules as needed. Non-irrigated sites need to be watched more closely.

**Fertilizing:** Begin a fertilization program in the first year of planting. Broadcast fertilizing or fertilizer plugs or stakes are recommended. Fertilize lightly after the first year. Administer a balanced fertilizer. Fertilizer application rates should be based on the size of the tree or palm and their specific nutrient requirements. If micronutrient deficiencies are suspected, conduct a soil test, assess the results and revise the fertilization scheme.

This AGREEMENT may be amended at any time provided that such amendments make specific reference to this AGREEMENT and are executed in writing and signed by a duly authorized representative of each party.

In the event that two or more documents combine to form this AGREEMENT, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the RECIPIENT shall be controlling.

This AGREEMENT shall be controlled by Florida law, contrary or conflict of law provisions notwithstanding.

In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, the 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 hereto.

This AGREEMENT constitutes the entire AGREEMENT between the RECIPIENT and the SUBRECIPIENT for the use of the funds received under this AGREEMENT.

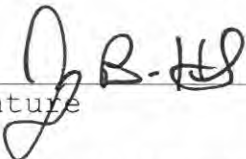
The Grant Manager for the SUBRECIPIENT is Carolyn Sheldon and is located at the City of Key West, Post Office Box 1409, Key West, Florida, 33041-1409.

The Grant Manager for the RECIPIENT is Lou Shepherd and is located at Florida Forest Service, 3125 Conner Boulevard, Room 274, Tallahassee, Florida, 32399-1650.

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from the U.S. Department of Agriculture/U.S. Forest Service, federal financial assistance funding opportunity under FAIN #15-DG-11083112-001 and Catalog of Federal Domestic Assistance number 10.664, Cooperative Forestry Assistance.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE    SUBRECIPIENT  
AND CONSUMER SERVICES

  
\_\_\_\_\_  
Signature

Director of Administration  
\_\_\_\_\_  
Title

10.15.15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

CITY MANAGER  
\_\_\_\_\_  
Title

21 OCT 2015  
\_\_\_\_\_  
Date

**ATTACHMENT A  
SCOPE OF WORK**

**FLORIDA URBAN AND COMMUNITY FORESTRY GRANT PROPOSAL FORM 2015**

**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., May 1, 2015, at:**

Florida Department of Agriculture and Consumer Services  
Purchasing Office - **U&CF - 2015 PROPOSAL**  
407 South Calhoun Street  
Mayo Building - Room SB-8  
Tallahassee, FL 32399-0800  
Telephone (850) 617-7181

If you have any questions, please see **ATTACHMENT M, District/Center Contacts.**

PROPOSER INFORMATION (Please Print or Type)

Project Title: Keys Trees: Inventory & Assessment of the Subtropical Trees and their Canopy in Key West, Florida.

Proposer Name: City of Key West

Name and Title of Contact Person: Carolyn Sheldon, Grants Administrator

Address: P.O. Box 1409, Key West, FL

Zip: 33041-1409

Phone: (305) 809-3741

FEID Number 59-6000346

US Congressional District Number: 26<sup>th</sup> District - Curbelo

Is your organization a Non-profit corporation pursuant to Chapter 617, Florida Statutes:  No  XX

If the applicant is a city or county government, does your urban forestry program have the following:  
Professional Staff, in-house or contracted. List qualifications such as ISA certification, forestry degree, etc:

- Karen De Maria, Urban Forestry Manager, BS in Marine Science, ISA Certified Arborist, 30 years of experience in habitat studies and environmental studies.

Citizen Tree Advisory Board or Tree Advocacy Group. Describe: Yes, the Key West Tree Commission was established by the State of Florida in 1971. It approves or denies requests for tree removal, trimming and replacement.

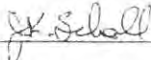
Urban Tree Inventory or Management Plan, how current? No-will be established through this grant program.

Tree Ordinance covering either public or private lands, describe: Adopted in 1997, the City has a Tree Ordinance that regulates the removal and maintenance of both publicly and privately owned trees within the City limits. As part of this tree permitting process, replacements are required of both private citizens and the public. Recently, there has also been an influx of tree failures and tree deaths due to insects in the larger canopy trees.

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: James K. Scholl

Title: City Manager

Signature: 

Date: 28 APRIL 2015

**ATTACHMENT A (CONTINUED)**  
**PROJECT DESCRIPTION**  
**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:** Key West is a City of approximately 26,000 residents located in South Florida (Monroe County) with a strong tourism economy. It is a tropical island, 2 miles by 4 miles in size with four distinct tree areas, Old Town, New Town Residential, New Town Commercial, College Road, and the Salt Ponds. The Old Town area is a historical area with a lot of tourism traffic and consists of numerous large, old trees with a mixture of native trees and tropical trees (Caribbean and Pacific) on very small properties. New Town Residential and Commercial have a lower elevation with a mixture of native and ornament tree species. The College Road area is dominated by a mangrove wetland area with large commercial properties including a community college, hospital, jail, golf course and botanical garden. The Salt Pond area is a preserved natural area on the south side of the island consisting of wetland and tropical hardwood hammock. Recently, there has also been an influx of tree failures and tree deaths due to insects in the larger canopy trees. A tree inventory project and canopy mapping will help the City set specific management goals and directives for an urban forestry management plan and will specifically help the City target specific areas in need of additional canopy.

**Previous U&CF Grants received by the applicant. When were they implemented and what did they accomplish?** None known in the last five years.

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

Goal #1: Document Current Status of Tree Canopy in the City of Key West

- Objective 1a) Populate iTree with tree info for existing GPS data (>890 trees)
- Objective 1b) Calculate tree canopy for sub-regions of Key West.
- Objective 1c) Summarize one year of past permitting data.

Goal #2: Canopy Management Plan

- Objective 2a) Set Goals for proactive Canopy Management
- Objective 2b) Improve existing Land Development Regulations to meet Goals
- Objective 2c) Devise Donor Program to guide new trees to high priority areas
- Objective 2d) Create reporting mechanism to measure progress towards Goals

Goal 3#) Improved Outreach

- Objective 3a) Community Workshop for new goals
- Objective 3b) 2-3 press releases regarding current status and new goals
- Objective 3c) 3-5 minute video spot for government TV rotation explaining new goals.
- Objective 3d) Flyers / brochures explaining new goals

**Describe how this project will help to develop and improve this program in the long-term:** The City is committed to preserving, protecting, maintaining and enhancing the urban forest and its canopy. The City has a Tree ordinance, a Tree Commission and an ISA certified arborist. The City does not have an understanding of the species, size and location of the trees through-out the city. This project will:

- Introduce i-Tree and its urban forestry analysis and benefits assessment tools to the community
- Create the first tree canopy map for the City of Key West
- Determine areas of inadequate canopy in order to increase canopy in these priority areas.
- Connect community with local underfunded donor projects
- Increase efficiency of Urban Forester
- Increase community understanding of big picture and specific steps to protect tree canopy.
- Increase right tree, right place plantings community wide
- Reduce green-house gasses and island heat—promoting walkability



**Describe why these funds are needed to complete this project:** After years of having this on our wish list, we had started on this project with an interning grad student. The internship has ended and now we have a fledgling data set that needs to be put into action before it is obsolete. Our current staff does not have this skill set. Also, the City is about to do an overhaul of its Land Development Regulations, and this is the perfect time to use the data analysis to apply urban forestry best management strategies to and get it all codified.

**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?** This project will allow the City to get a "big picture" view of the trees and canopy through GIS mapping.

- Realize the value of canopy and the benefit to planting in areas with inadequate coverage
- Right Plant, Right Place principles, especially regarding long term Sea Level Rise.
- Citizens will be able to identify trees on the website through the mapping tool.
- How to correctly trim a tree, and when to come in for a permit.
- Importance of a strong urban forestry program for the economy and well-being of Key West.

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

- GPS data for 90% of our existing City-tree inventory was performed by a Grad Student.
- The City has already invested in One Solution™ maintenance software for the entire City. The tree data will be entered into this program to develop a proactive maintenance schedule.

**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?**

This project will increase citizen involvement through community outreach and education regarding the inventory and canopy needs of the city. Residents of Key West are very concerned about the ecological balance on the island and will be encouraged to take action to close the gaps in canopy coverage. The letters attached to the application show the broad base of community support.

- Understanding = Greater Support & Compliance.
- Donor Program = Greater bonds with community partners and projects.

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

- Workshops and Presentations.
- Local TV, radio, print and social media.
- Newsletters of local partners.
- Displays at key contact points (Library, Home Depot, etc).

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

The City of Key West has been a Tree City for three years, last year current.

**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?** Yes: Karen DeMaria, Urban Forestry Manager and Certified Arborist.

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

- The "Tree Rings" partnership will involve local partners and community projects as donor sites to increase areas where canopy trees can be installed.
- The Monroe County Extension Service and their Master Gardeners will receive an update on the Canopy Management Goals and methodologies.

**BID NUMBER: RFP/FFS-15/16-50**

**OPENING DATE: MAY 1, 2015 @ 2:00 P.M.**

**ATTACHMENT B**

**BUDGET**

Activity: Keys Trees: Inventory & Assessment of the Subtropical Tree and their Canopy in Key West, Florida.

Specific Description: Inventory and mapping of Tree Canopy

<u>SUMMARY OF COSTS</u>	(A 50/50 match on behalf of the Proposer is required)	
	REQUESTED GRANT \$	LOCAL MATCH \$
Contractual costs	<u>\$20,000</u>	<u>                    </u>
Personnel costs	<u>                    </u>	<u>\$19,650</u>
Travel costs	<u>                    </u>	<u>                    </u>
Equipment costs	<u>                    </u>	<u>                    </u>
Supplies costs	<u>                    </u>	<u>                    </u>
Operating costs	<u>                    </u>	<u>\$ 350</u>
Tree costs	<u>                    </u>	<u>                    </u>
Overhead costs	<u>                    </u>	<u>                    </u>
Total Requested Grant (I)	<u>\$20,000</u>	<u>                    </u>
Total Matching Costs (II)	<u>                    </u>	<u>\$20,000</u>
Total Program Costs (III)	<u>\$40,000</u>	<u>                    </u>

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: Monroe

Describe the Specific Location of the Project: Within the city limits of the City of Key West

Who has responsibility for overseeing Project implementation (name and title)? Karen DeMaria, Urban Forestry Manager

Who has maintenance responsibility for the Project after completion? Karen DeMaria, Urban Forestry Manager

Is the Land Ownership Public or Private? The trees in the inventory will be on public property

Name of Landowner: City of Key West

Project Title: Key West I-Tree and Canopy Mapping Project

Applicant Name: City of Key West

Email Address: csheldon@cityofkeywest-fl.gov

BID NUMBER: RFP/FFS-15/16-50

OPENING DATE: MAY 1, 2015 @ 2:00 P.M.

**ATTACHMENT B (CONTINUED)  
BUDGET**

**Please note:** All proposals must include a detailed itemized budget summary that 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**

<b>COST ITEMS</b>	<b>QUANTITY</b>	<b>RATE OR PRICE</b>	<b>GRANT COST</b>	<b>MATCH COST</b>
<b><u>Contractual</u></b> Contract with Certified Arborist to: 1) Populate iTree with descriptions of species, size and health; 2) Analyze Canopy cover by subregion; 3) Create Canopy Management Plan.  Land Development Regulation upgrades based on data analysis and best management practices.	1	\$20,000	\$20,000	
<b><u>Personnel</u></b> Urban Forester	150 hours	("Wrapped" hourly) \$38.05		\$ 5,708
GIS Support Analyst	175 hours	\$37.53		\$ 6,568
Senior Grants Administrator	26 hours	\$38.05		\$ 985
Sustainability Coordinator	100 hours	\$38.05		\$ 3,805
Administrative Assistant II	41 hours	\$25.21		\$ 1,034
7 Person volunteer Tree Commission Board @ 2015 Points of Light hourly rate	70 hours	\$22.14		\$ 1,550
			<b>Subtotal</b>	<b>\$19,650</b>
<b><u>Travel</u></b>				
<b><u>Equipment</u></b> (List items)				
<b><u>Supplies</u></b> (List items)				
<b><u>Operating Costs</u></b> (List) Tree Commission Workshop	1	\$ 350		\$ 350
<b><u>Trees</u></b> (List species <b>and</b> size)				
<b><u>Total</u></b>			<b>\$20,000</b>	<b>\$20,000</b>