

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20051685

1. ACTION REQUESTED/PURPOSE: Approve and execute grant agreement between the Florida Department of Agriculture and Consumer Services, Division of Forestry under the Urban and Community Forestry Grant Program for 2005 Emergency Hurricane Supplemental Funds for replanting trees lost in Lakes Park due to Hurricane Charley. Approve Budget Amendment Resolution in the amount of \$136,125.

2. WHAT ACTION ACCOMPLISHES: To accept funds from the Florida Department of Agriculture and Consumer Services, Division of Forestry under the Urban and Community Forestry Grant Program for 2005 Emergency Hurricane Supplemental Funds for replanting trees lost in Lakes Park due to Hurricane Charley.

3. MANAGEMENT RECOMMENDATION: Approve and execute grant agreement.

4. Departmental Category: 11 CIA		5. Meeting Date: 12-13-2005
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input checked="" type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department <u>Parks and Recreation</u> Division _____ By: John Yarbrough <i>(Signature)</i>

9. Background: At the June 14, 2005, Board of County Commissioners meeting, the Board adopted a Resolution supporting the submission of grant application to the Florida Department of Agriculture and Consumer Services, Division of Forestry under the Urban and Community Forestry Grant Program for 2005 Emergency Hurricane Supplemental Funds for replanting trees lost in Lakes Park due to Hurricane Charley. Lakes Park received extension damage from Hurricane Charley in August of 2004. The replanting of trees is not an allowable expense under FEMA. A match of \$45,375 is required and matching funds will come from funds already spent to date on replanting trees lost due to the hurricane.

Funds will be made available in revenue account #110822 00100.331390.9003 and expense account #110822 00100.503490.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.
<i>(Signature)</i>				<i>(Signature)</i>	<i>(Signature)</i>	<i>(Signature)</i>	<i>(Signature)</i>	<i>(Signature)</i>
11-17-05				11/21/05	11/22/05	11/22/05	11/21/05	11/21/05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
11-21-05
3:30
COUNTY ADMIN FORWARDED TO:
Pub. Rec.
11-1 3:30

Rec. by CoAtty
Date: 11/21/05
Time: 4:20pm
Forwarded To:

RESOLUTION

Amending the General Fund Budget, Fund 00100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund Budget, Fund 00100 for \$ 136,125 of the unanticipated revenue from Grant funding and an appropriation of a like amount for grant expenditures and;

WHEREAS, the General Fund Budget, Fund 00100 shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		
Additions		\$ 482,245,416
11082200100.331390.9003	Lakes Park Hurricane Relief	\$ 136,125
Amended Total Estimated Revenues		\$ 482,381,541

APPROPRIATIONS

Prior Total:		\$ 482,245,416
Additions		
11082200100.503490	Other Contracted Services	\$ 136,125
Amended Total Appropriations		\$ 482,381,541

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund Budget, Fund 00100 is hereby amended to show the above additions to its Estimated Revenue and Appropriation Accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2005.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. Grantor Agency: Florida Department of Agriculture and Consumer Services, Division of Forestry
- 2. Program Title/Division: Urban and Community Forestry
- 3. Agency Contact: Kelly Boutwell, Urban Forestry Grants Specialist
- 4. Phone Number: 850-922-5832
- 5. Mailing Address: 3125 Conner Boulevard, Suite C-25
Tallahassee, FL 32399-1650

SOURCE OF FUNDS

- 1. Original Funding
Source: Florida Department of Agriculture and Consumer Services, Division of Forestry
(name of agency where funding originated from)
- 2. Pass Through Agency: Urban and Community Forestry
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT--then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).
- 3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee
or Subrecipient in #3 above: Grantee

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO
(Example: you need to return interest earnings)

Please Explain: -----

2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

Empty box for comments and instructions.

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

FDA OR CONTRACT #

010431

This agreement, made and entered into this the _____ day of _____, 20____ by and between the STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, an agency of the State of Florida, hereinafter called the "Department" and the Lee County Board of County Commissioners, hereinafter called the Entity (Subrecipient).

WITNESSETH

WHEREAS, the Department desires to increase the application of the principles of urban and community forestry by granting funds to the Entity (Subrecipient) for the purpose as outlined in grant application Number 05H-90, 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 Department and the Entity (Subrecipient) 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 Department has awarded the Entity (Subrecipient) an urban forestry grant for the specific project set forth in the U&CF Grant Application Number 05H-90, hereinafter the "project";

WHEREAS, the Entity (Subrecipient) by Resolution No. 05-06-25, dated June 14, 2005, has indicated its support of the grant application and authorized its officers to execute this Agreement on its behalf;

WHEREAS, the parties hereto mutually recognize the benefits of such a project as described in the U&CF Grant application and the need for entering into an agreement designating and setting forth the responsibilities of each party;

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

- A. Failure by the Entity (Subrecipient) to sign and return this agreement, within 60 days upon receipt of the agreement, shall constitute forfeiture of the award.
- B. The effective date of this agreement is _____, 20_____.
- C. The Entity (Subrecipient) shall complete the project by September 30, 2007 as set forth in the Urban and Community Forestry Grant Application Number 05H-90 approved by the Department on September 2, 2005, during which time the grant shall continue in effect. Criteria for the project is set forth therein. The final date by which such criteria must be met for completion of this agreement is September 30, 2007.

The project to be performed by the Entity (Subrecipient) shall be subject to periodic inspections by the Department. The Entity (Subrecipient) shall not change or deviate from the project without written approval by the Department.

- D. The Entity (Subrecipient) has estimated the project cost to be \$181,500 as shown on the grant application budget sheet attached as Exhibit B. The Department agrees to reimburse to the Entity (Subrecipient) the total sum of \$136,125 or seventy five percent

(75%) 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 incurred as of October 13, 2004, are eligible for reimbursement. Project costs for which the applicant has already received reimbursement from any other source are not eligible for funding under this grant. FEMA or other federal funds can not be used to match funding received under this grant.

To assist the Entity (Subrecipient) with the initial three (3) months of implementation, the Department may make an advance of no more than 25 percent of the grant award. The Entity (Subrecipient) must request the advance payment in writing using forms provided by the Department. Funds provided as an advance payment must be placed in a non-interest bearing account. Only one advance payment will be made; thereafter, disbursements will be made on a reimbursement basis.

No more than 75 percent of the Grant Amount will be paid to the Entity (Subrecipient) prior to Certification of Acceptance by the Department. The final payment shall not be made until Certification of Acceptance is received from the Department. 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. Upon receipt of the Certification of Acceptance, the Entity (Subrecipient) may submit an invoice for final payment. The Entity (Subrecipient) must submit the final claim for reimbursement to the Department on or before November 15, 2007.

- (1) 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.
- (2) 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, and bills for travel expenses specifically authorized by this Agreement shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes.
- (3) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include all records of the costs of the Entity (Subrecipient) and subcontractors considered necessary by the Department for a proper audit of the project.
- (4) 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 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 contractor, 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 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 a 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.
- E. The Entity (Subrecipient) 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.
- F. The Entity (Subrecipient) agrees to submit to the Department an interim report on project accomplishments **quarterly** (December 31, 2005, March 31, 2006, June 30, 2006 and September 30, 2006) and a final report summarizing project accomplishments as a prerequisite to final acceptance by the Department. Failure to submit a required report or submission of an unsatisfactory report is sufficient grounds for termination of this agreement according to the provisions of Section 7(b). The Entity (Subrecipient) upon project completion shall submit a news release to local newspaper media highlighting the successes of the project.
- G. This Agreement may be terminated under any one of the following conditions:
- (1) The Department of Agriculture and Consumer Services shall have the right of unilateral cancellation for refusal by the Entity (Subrecipient) 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.
 - (2) By the Department, if the Entity (Subrecipient) fails to perform its duties under this Agreement, following thirty (30) calendar days written notice by the Department.
 - (3) By either party following sixty (60) calendar days written notice.
 - (4) By both parties following the complete execution by both parties of an agreement to terminate this Agreement.
 - (5) Notice to Entity (Subrecipient): The Department shall consider the employment by any Entity (Subrecipient) of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this agreement.
- H. Notwithstanding any provision of this Agreement to the contrary but subject to Subparagraph 7(b), in the event this Agreement is terminated before the Department has paid the Entity (Subrecipient) the entire Grant Amount, then the Department agrees to pay the Entity (Subrecipient) the entire Grant amount, if the project has been completed. If the project has not been completed, the Department shall pay to the Entity

(Subrecipient) a percentage of the Grant amount equal to the percentage of the project's completion.

- I. 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.
- J. 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.
- K. The Entity (Subrecipient) certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for participation in this grant program by any Federal department or agency.
- L. This Agreement, together with any Maintenance Agreement, if executed, embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not superseded hereby.
- M. This Agreement may not be assigned or transferred by the Entity (Subrecipient), in whole or in part without the expressed written consent of the Department.
- N. This Agreement, regardless of where executed, shall be governed by and construed in accordance with the laws of the State of Florida.
- O. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt requested, or by telex (FAX) or telegram:

- (1) If to the Department, address to Program Coordinator, 3125 Conner Boulevard, Suite R-8, Forest Management Bureau, Tallahassee, Florida 32399-1650 or at such other address the Department may from time to time designate by written notice to the Entity (Subrecipient);
- (2) If to the Entity (Subrecipient) addressed to:

Mr. John Yarbrough
Lee County Board of Commissioners
3410 Palm Beach Boulevard
Fort Myers, Florida 33916

or at such other address as the Entity (Subrecipient) from time to time designates by written notice to the Department. All time limits provided hereunder shall run

from the date of receipt of all mailed notices, demands, requests and other instruments, or from the date telexed or faxed.

P. Time is of the essence of this agreement.

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 G 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 Executive Office of the Governor, rules of the Chief Financial Officer, and Chapter 10.600, rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state funds received from this Department resource, except that state financial assistance received by a Nonstate entity for federal financial assistance and state matching requirements shall be excluded from consideration.
- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and (2) conducted by an independent auditor in accordance with auditing standards as stated in 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 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.
- F. Each state awarding agency shall:

- (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
- (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the department of Agriculture and Consumer Services or its designee, access to such records upon request.
- (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the non-state entities financial reports, management letter, auditee's written responses or corrective action plan, correspondence on the follow-up of prior years corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - (a) The Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, FL 32399-0800
 - (b) The Auditor General's Office at the following address:
State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450

G. The Recipient is hereby notified of and bound by the requirements of F., above.

If this agreement contains federal funding in excess of \$100,000, the Entity (Subrecipient) must, prior to agreement execution, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities, Standard Form LLL, is required, it may be obtained from the Department. All disclosure forms as required by the Certification are attached. The Lobbying form must be completed and returned to the Department.

The undersigned Entity (Subrecipient) receiving federal financial assistance under this agreement hereby acknowledges and agrees that it will comply with the applicable provisions of the latest version of Office and Management Budget Circular No. A-133 - Revised June 27, 2003 (Audits of States, Local Governments, and Non-profit Organizations). Copies of the latest version of the above

which would relate to the undersigned Entity (Subrecipient) are available for review at the following address:

Department of Agriculture and Consumer Services
Division of Administration, Contract Administrator
Room 509, Mayo Building
Tallahassee, FL 32399-0800

If the undersigned Entity (Subrecipient) expends \$500,000 or more in federal financial assistance in a fiscal year, either directly from federal agencies or indirectly through other units of state or local governments or a combination thereof, the Entity (Subrecipient) shall have an audit made in accordance with the Office of Management and Budget Circular No. A-133 (Audits of State, Local Governments, and Non-profit Organizations). The \$500,000 threshold specified above shall be from all federal sources, not just the amount provided by this agreement. The undersigned Entity (Subrecipient) receiving funds under this agreement hereby agrees that it will allow the Department of Agriculture and Consumer Services and any federal agency to audit the Entity's (Subrecipient's) books for compliance with the above applicable circulars.

The Entity (Subrecipient) acknowledges and agrees that public use of all reports or other printed material, videos, audio recordings, films and photographs produced as part of this project shall not be restricted under the copyright laws of the United States of America. All products (brochures, signs, videos, etc.) funded by the Urban and Community Forestry Grant must display a statement that the material has been prepared using Urban and Community Forestry grant funds received through the Division of Forestry.

Entities (Subrecipients) providing goods and services to the Department should be aware of the following time frames. 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 was received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850)488-2020 or Purchasing Office at (850) 488-7552. Invoices which have to be returned to an Entity (Subrecipient) because of Entity (Subrecipient) preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the department.

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) 413-7269 or by calling the Department of Financial Services' Hotline, 1-850-410-9724.

The Entity (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 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 Entity (Subrecipient) is informed that the Department shall consider the employment by an Entity (Subrecipient) of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. 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 WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES

BY: 
Director
Division of Administration

LEE COUNTY BOARD OF COUNTY
COMMISSIONERS
Name of Entity (Subrecipient)

BY: _____

TITLE: _____

ATTACHMENT C

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (j)(2) from an employee or otherwise receiving actual notice of such conviction. Employees of convicted employees must provide notice, including position title, to: Director, Crime Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3962, OBA Regional Office Building No. 3), Washington, DC 20202-1218. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (j)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate voluntarily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (e), (f), and (h).


B. The grantee may insert in the space provided below the date(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, zip code)

Lakes Regional Park
7330 Gladstone Drive
Fort Myers, FL 33908

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above commitments.

NAME OF APPLICANT Lee County Board of County Commissioners		PROJECT NUMBER / NAME / OFFICE / CITY NAME Lakes Park	
PERSON NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Douglas St. Carr, Chairman			
SIGNATURE 		DATE 6/14/05	

ED 80-0013

12/98

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BID NUMBER: RFP/DF-04/05-99

OPENING DATE: JUNE 30, 2005 @ 2:00 P.M.

**ATTACHMENT D
2005 EMERGENCY HURRICANE SUPPLEMENTAL
URBAN AND COMMUNITY FORESTRY GRANT PROPOSAL FORM**

GENERAL INSTRUCTIONS: Please complete all items pertaining to the Category Grant for which you are applying. The proposal packet must not exceed forty (40) 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 (5) 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., June 30, 2005 at:**

Department of Agriculture and Consumer Services
Purchasing Office - U&CF - 2005 HURRICANE SUPPLEMENTAL PROPOSAL
Mayo Building - Room SB-8
Tallahassee, FL 32399-0800
Telephone (850) 488-7552

If you have any questions, please see **ATTACHMENT J, "Division of Forestry District/Center Contacts"**

PROPOSER INFORMATION (Please Print or Type)

Project Title: Lakes Regional Park

Proposer Name: Lee County Board of County Commissioners

Name and Title of Contact Person: John Yarbrough, Department of Parks and Recreation, Director

Address: 3410 Palm Beach Blvd., Fort Myers, FL

Zip: 33916 Phone: (239-461-7411)

Is your organization a Nonprofit corporation pursuant to Chapter 617, Florida Statutes?
Yes _____ No X

FEID Number 59-6000702

Has Implementation of the Practice Already Begun? Yes

If So, Date Project was Initiated 8/16/04

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: Douglas St. Cerny

Title: Chairman, Lee County Board of County Commissioners

Signature:  Date: 6/±4/05

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

PROJECT DESCRIPTION

(two page limit)

**2005 EMERGENCY HURRICANE SUPPLEMENTAL
URBAN AND COMMUNITY FORESTRY GRANT PROGRAM**

The Lee County Board of County Commissioners is requesting a \$175,000 Grant from the Urban and Community Forestry Grant program. Grant and budgeted funds will be used to replant trees in Lakes Regional Park that were damaged due to Category 3 Hurricane Force winds received during Hurricane Charley on 8/13/2004.

Lakes Regional Park is Lee County's central urban park with over 279 acres of formerly wooded community and lakes. The Park, which opened in 1984, attracted up to 500,000 visitors a year to enjoy amenities such as a shaded 2 mile pathway, a miniature train village, swimming, kayaking, or the picnic shelters. The park also provided an excellent venue for bird watching and wildlife observation.

Demonstrated Need: As a result of Category 3 Hurricane Force winds received during Hurricane Charley, the park sustained extensive damage. The park was heavily infested with Australian Pines which were planned for removal over several years, however hurricane force and tropical winds from the 2004 hurricane season unearthed or damaged most of them and the facilities within the park. Sections of this highly visited park still remain closed to the public at the time of this proposal. Over \$1,000,000 has already been spent in debris removal, cleanup, and replanting.

Attached are pictures of the park that were taken after Hurricane Charley which shows fallen Australian Pines and the damage to one of the picnic shelters. The next set of pictures shows the same area with the removal of the debris and the replanting that has already occurred in that section of the park. The debris removal was eligible for reimbursement from FEMA, however, the extensive replanting that is required to reforest the park is not covered. A non-profit organization, the Lakes Park Enrichment Foundation, was formed by concerned citizens to assist in raising funds to rebuild the park, however, even with their assistance the cost of reforestation and repairs are estimated to be in the millions.

As further evidence of the damage impacts, we have included documentation on the replanting of phase I – identified as the Cypress Dome on the attached tree-planting plan. We realize that only those costs incurred since October 13, 2004 that are directly related to this project and were not reimbursed by an outside source can be used as either part of the grant application or the match.

Well-Defined Goals and Objectives: The Lee County Board of County Commissioners formally adopted the Lakes Regional Park Master Plan in April of 2004. As stated above, the plan called for the removal of exotics and replanting throughout Lakes Park in phases to occur over several years to allow the continued use of the park by the public during removal and reforestation. The plan's goals and objectives remain, however, Lee County is trying to reopen the park to the point that it can again provide the venue for the community festivals and activities that it once held, i.e. Renaissance Festival, Medieval Faire, Santa Claus Run, holiday events etc. Access to the park not only added to the quality of life to Lee County residents and visitors, but these annual events directly impacted the economy. Under this grant, 380 trees will be planted and maintained in areas A-D as shown in the attached tree-planting plans and allow Lee County to open up another section of the park for public use.

Technical Correctness: The trees species listed in the budget section are either native to the immediate area, or have been successfully grown here for decades and have proven not to be invasive. An irrigation system will need to be installed in the areas identified and has been budgeted. Lee County has already spent \$24,204 on an irrigation system for the completed phase I.

Lee County Parks and Recreation has a maintenance agreement with a private vendor to oversee the watering, pruning, weed control, fertilization etc. at each of its park facilities, including Lakes Regional

BID NUMBER: RFP/DF-04/05-99 OPENING DATE: JUNE 30, 2005 @ 2:00 P.M.

Park. This vendor was chosen through a competitive bid process as required by Federal, State and local policies governing contracts. In addition, Jim Kirkpatrick – a Certified Arborist, will oversee the performance of all maintenance work done by vendors in Lakes Parks.

As allowed, Lee County is requesting funds to oversee, account for and report on the implementation of this grant to ensure compliance with all Federal, State and Local regulations and requirements identified in both the Grant Memorandum of Agreement and the Maintenance Memorandum of Agreement.

Cost Effectiveness: As stated above, the Lakes Park Enrichment Foundation assists Lee County in fundraising efforts, labor and materials for the reforestation of Lakes Park. Their financial assistance and services have allowed Lee County to move quickly to restore Phase I of the park. They will continue to provide assistance as we clear and replant the areas identified in this proposal.

Tree City USA Certification: N/A

Other Supporting Information:

Visibility of the Project:

Lakes Regional Park is located in a heavily populated area of Lee County. The park is accessible and visible from Gladiolus Drive a major arterial connecting U.S. 41 to the beaches of Sanibel, Captiva and Fort Myers and Summerlin Road. The park is also accessible by a sidewalk and is often a resting point for cyclists riding to and from the Summerlin Road sidewalk.

Growth:

The area in which Lakes Regional Park is located continues to grow. Lee County's new 35,000 square foot library just opened less than 1 mile from the entrance to the park.

Activity:

Specific Description:

SUMMARY OF COSTS

(A 75/25 match on behalf of the proposer is required).

	Requested Grant \$ I	Local Match \$ II
Contractual costs	<u>133,500 99,750</u>	<u>56,233 33,250</u>
Personnel costs	<u>24,000</u>	<u>2,100</u>
Travel costs	<u> </u>	<u> </u>
Equipment costs	<u>17,500 12,375</u>	<u>10,025</u>
Supplies costs	<u> </u>	<u> </u>
Operating costs	<u> </u>	<u> </u>
Tree costs	<u> </u>	<u> </u>
Overhead costs	<u> </u>	<u> </u>
Total Requested Grant (I) \$	<u>175,000 136,125</u>	
Total Matching Costs (II) \$		<u>\$ 58,233 45,375</u>
Total Program Costs (III) \$	<u>233,333 181,500</u>	

100%

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

75 % Grant request 25 % Local match

A budget, detailing all costs identified above must be attached.

PROJECT LOCATION INFORMATION (Please Print or Type) (Complete where applicable)

County Lee

Describe the Specific Location of the Project:

Lakes Regional Park

Who has Responsibility for Overseeing Project Implementation (name and title)?

Dave Berra, Program Manager

Who has Maintenance Responsibility for the Project after Completion?

Jim Kirkpatrick, Maintenance Supervisor

Is the Land Ownership Public or Private?:

Public

Name of Landowner:

Lee County Board of County Commissioners, Department of Parks and Recreation

Project Title:

John Yarbrough, Director

Applicant Name:

Lee County Board of County Commissioners

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)				
Purchase and planting of trees and palms	380	\$350/tree	\$133,500 99,750	\$56,233 33,250
Species and size Sabal palms Royal palm Sweetbay Magnolia Live Oak Red Maple				
Southern Magnolia All plant material to be Florida #1 or better: minimum 1 ½ inch caliper – maximum 4 inch caliper. Palms will not be taller than 16 feet, clear trunk.				
<u>Personnel</u> (list titles or positions)				
Certified Arborist (Jim Kirkpatrick)	Supervision, planning 60 hours	\$35/hour		\$2,100
Grants Coordinator (TBD)	Oversee implementation of this grant 480 hours	\$50/hour	\$24,000	
<u>Travel</u>				

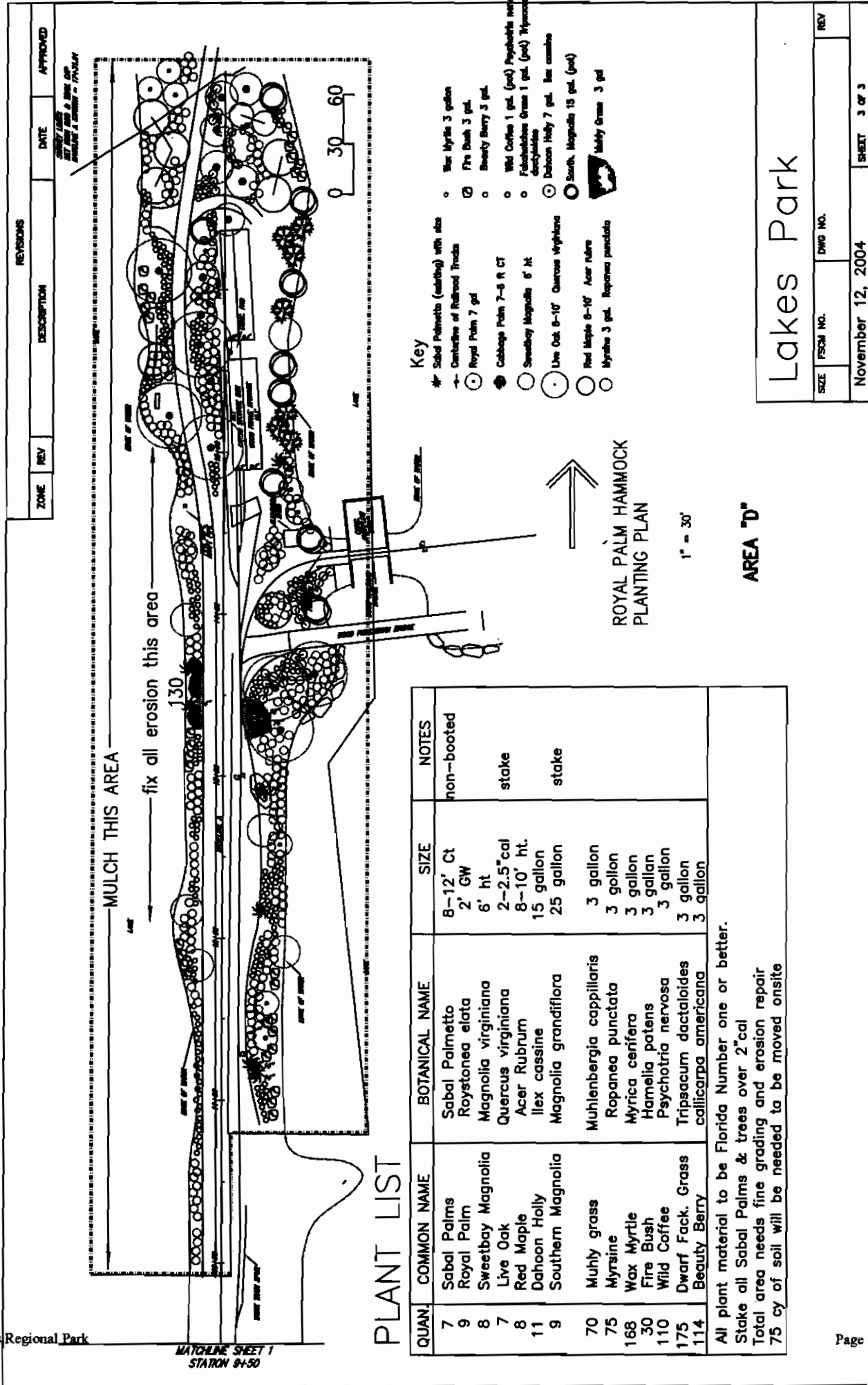
Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<p><u>Equipment</u> (list items)</p> <p>Irrigation installation</p>			<p>\$17,500</p> <p>12,375</p>	<p>10,025</p>

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<u>Supplies*</u> (list items)				

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
Operating Costs (list)				
Trees (list species and size) See Contractual for listing of tree species and size				
Overhead**			*	
Total			\$175,000	\$58,333

136,125 45,375

- * Grant dollars may not be used to purchase food as supplies.
- ** Overhead costs up to 5% of total project cost may only be used as a matching cost, grant funds may not be used for overhead costs.



ZONE	REV	DESCRIPTION	DATE	APPROVED

PLANT LIST

QUAN.	COMMON NAME	BOTANICAL NAME	SIZE	NOTES
7	Sabal Palms	Sabal Palmetto	8-12' Ct	non-booted
9	Royal Palm	Roystonea elata	2' GW	
8	Sweetbay Magnolia	Magnolia virginiana	6' ht	stake
7	Live Oak	Quercus virginiana	2-2.5" cal	
8	Red Maple	Acer Rubrum	8-10' ht.	
11	Dahoon Holly	Ilex cassine	15 gallon	
9	Southern Magnolia	Magnolia grandiflora	25 gallon	stake
70	Muhly grass	Muhlenbergia capillaris	3 gallon	
75	Myrsine	Ropanea punctata	3 gallon	
168	Wax Myrtle	Myrica cerifera	3 gallon	
30	Fire Bush	Hamelia patens	3 gallon	
110	Wild Coffee	Psychotria nervosa	3 gallon	
175	Dwarf Fack. Grass	Tripsacum dactaloides	3 gallon	
114	Beauty Berry	callicarpa americana	3 gallon	

All plant material to be Florida Number one or better.
Stake all Sabal Palms & trees over 2" cal
Total area needs fine grading and erosion repair
75 cy of soil will be needed to be moved onsite

- Key
- ✱ Sabal Palmetto (existing) with also
 - Combination of Redwood Trunks
 - Royal Palm 7 gal
 - Cabbage Palm 7-8 R Ct
 - Sawbay Magnolia 6' ht
 - Live Oak 8-10' Quercus virginiana
 - Red Maple 8-10' Acer rubra
 - Myrtles 3 gal. Ropanea punctata
 - Wax Myrtle 3 gallon
 - Fire Bush 3 gal.
 - Beauty Berry 3 gal.
 - Wild Coffee 1 gal. (red) Psychotria nervosa
 - Ficus-like Green 1 gal. (red) Triflorum
 - Dahoon Holly 7 gal. Ilex cassine
 - South. Magnolia 15 gal. (red)
 - Lady Green 3 gal

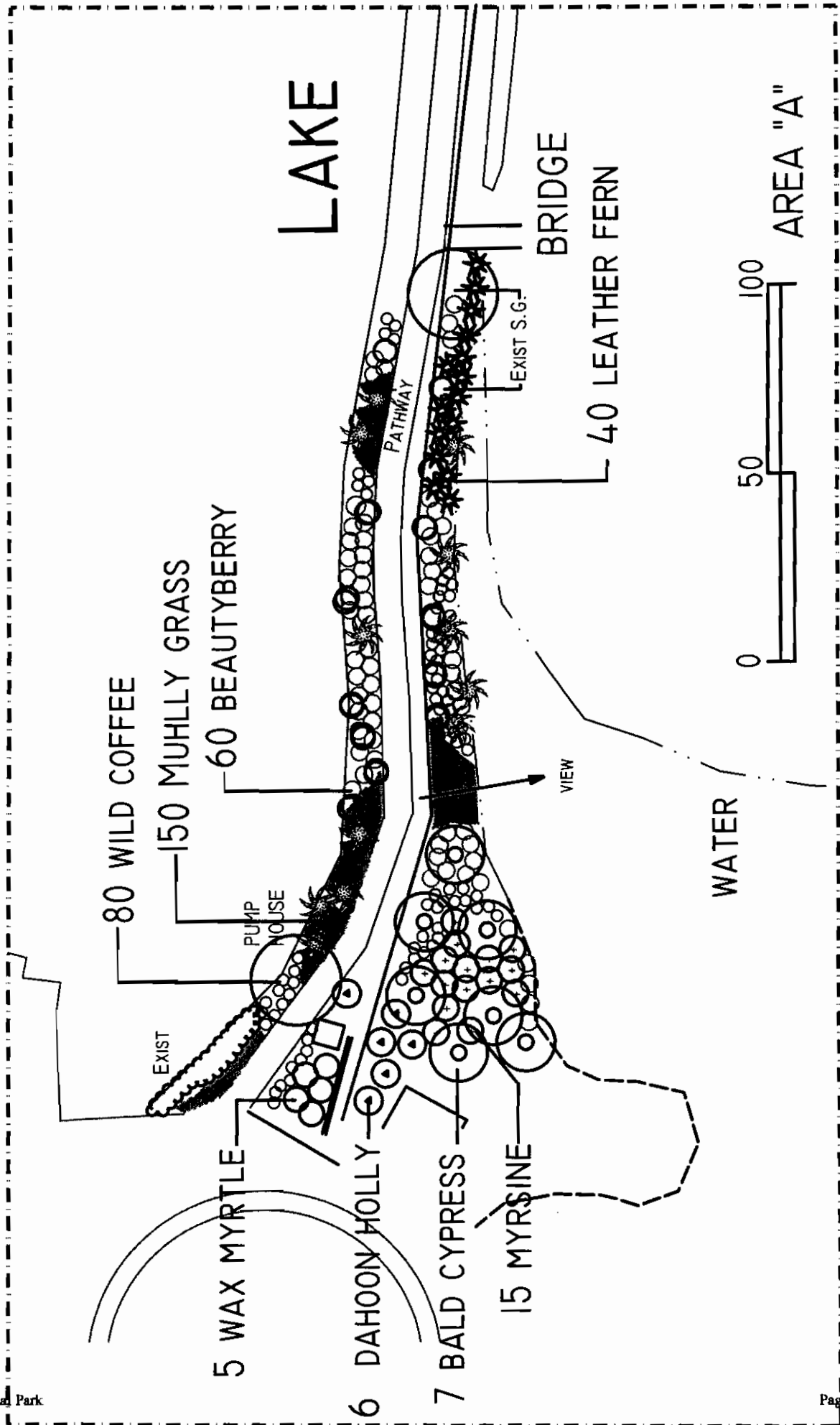
ROYAL PALM HAMMOCK
PLANTING PLAN

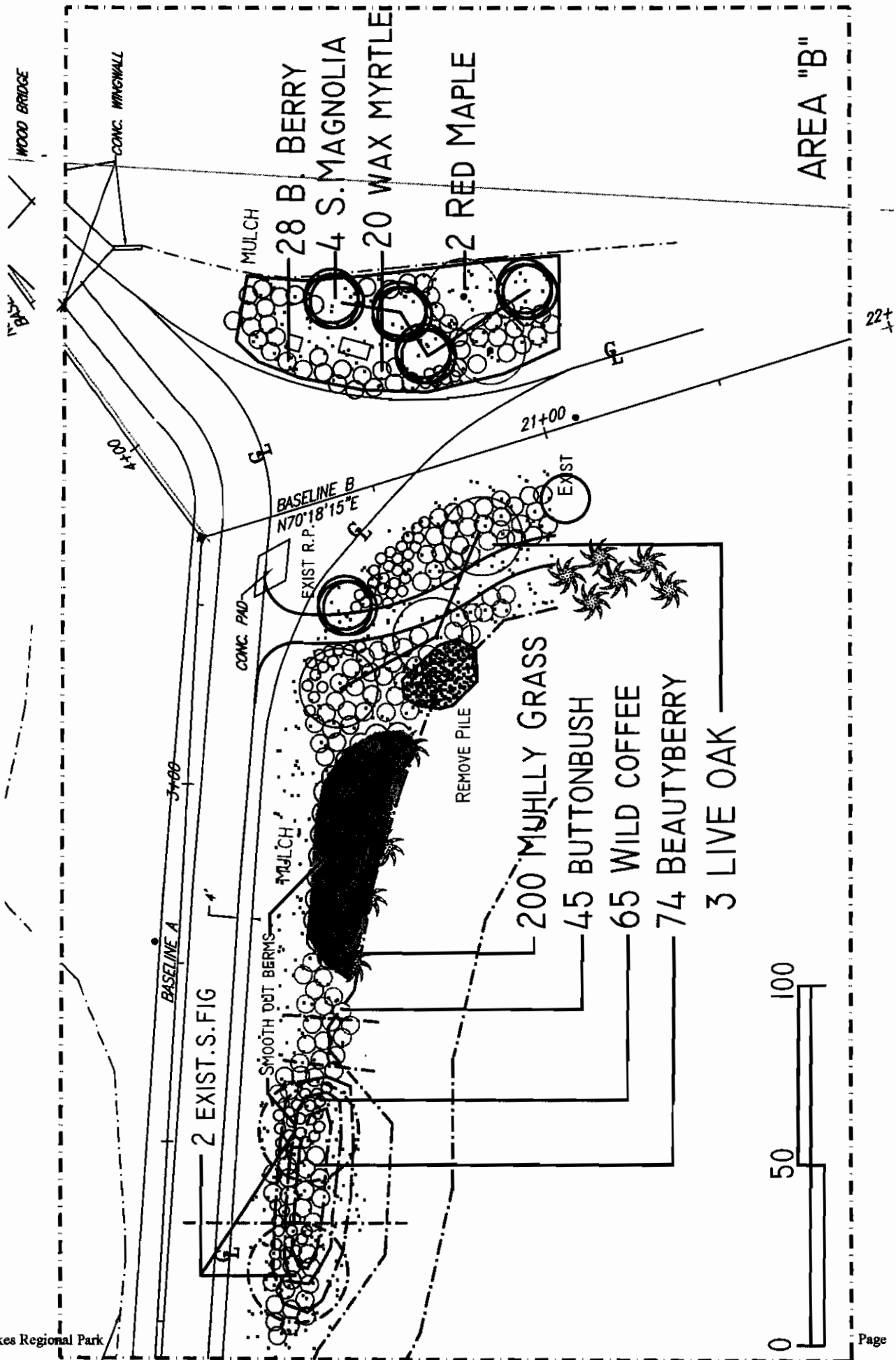
1" = 30'

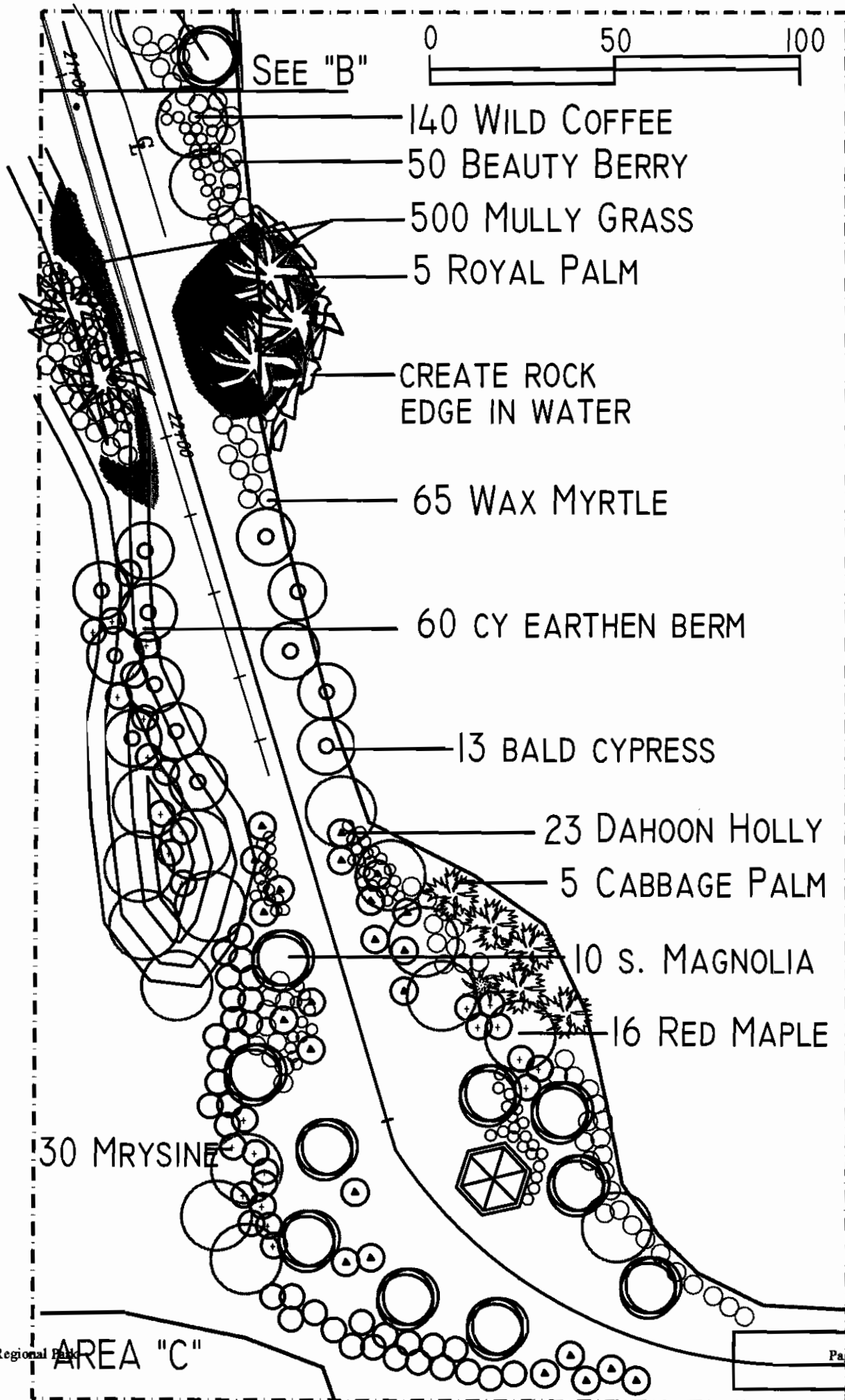
AREA "D"

SIZE	FROM NO.	DWG NO.	REV
November 12, 2004			SHEET 3 OF 3

Lakes Park

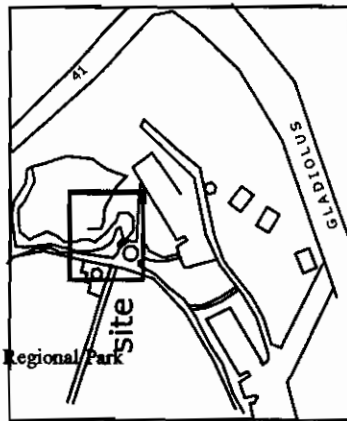






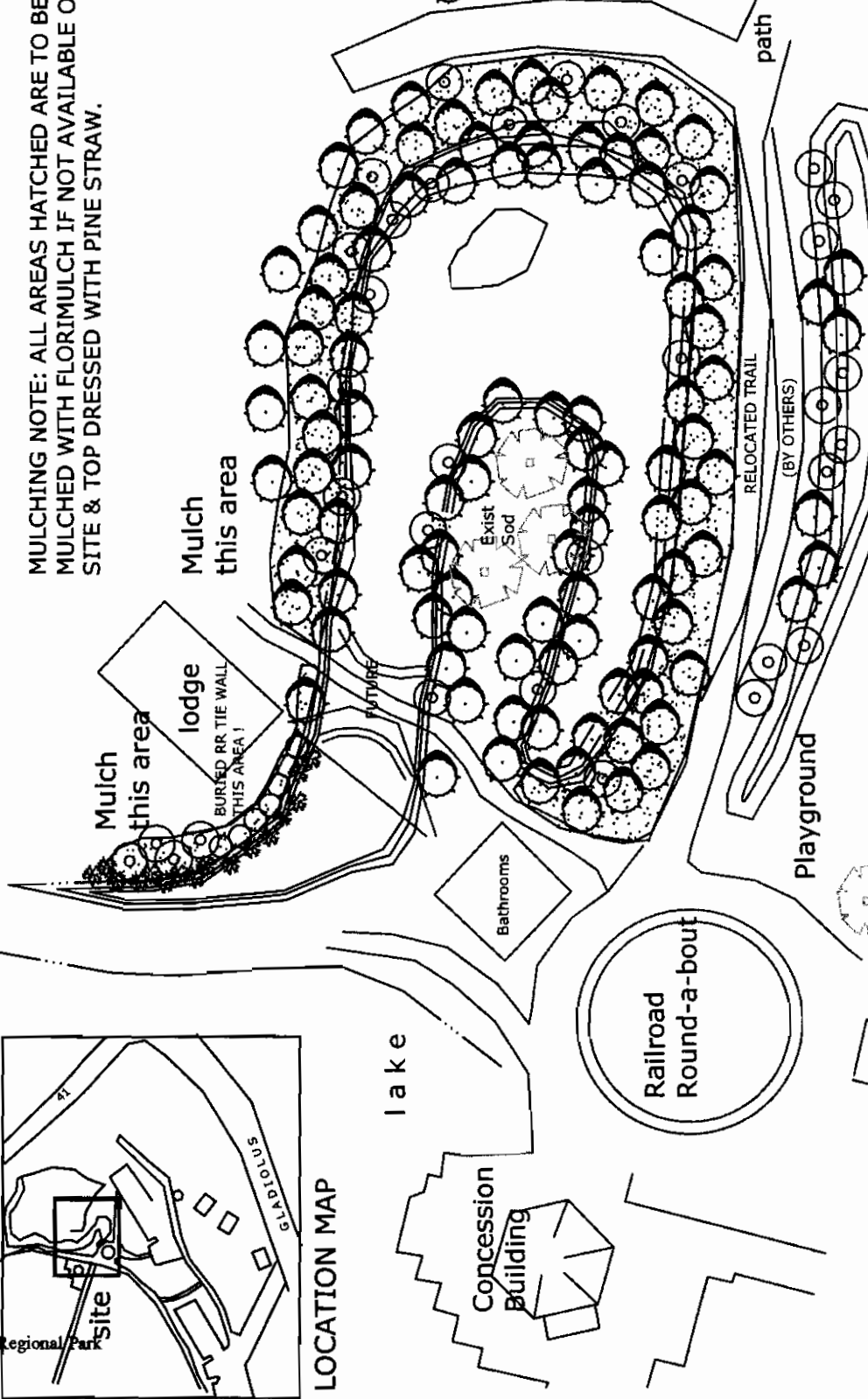
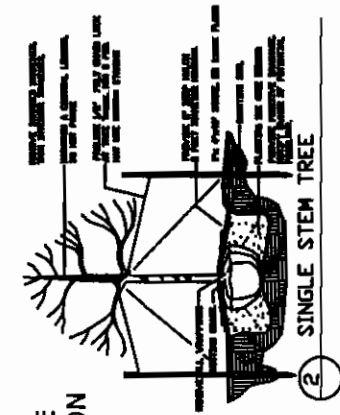
Matching Documentation Summary

Tree	Size	Quantity	PO #	Match
Live Oak	25 gal	3	65864	1,050
Bald Cypress	25 gal	112	65864	39,200
Red Maple	15 gal	39	65864	13,533
Bald Cypress	15 gal	7	64566	2,450
				56,233
Certified Arborist		60 hours	\$35/hour	2,100
				58,333
Irrigation			63355	24,204.40



LOCATION MAP

MULCHING NOTE: ALL AREAS HATCHED ARE TO BE MULCHED WITH FLORIMULCH IF NOT AVAILABLE ON SITE & TOP DRESSED WITH PINE STRAW.

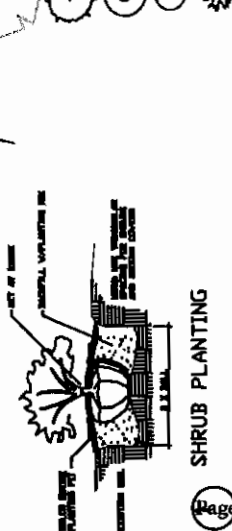


- 3 LIVE OAK, 2" caliper, 25-gallon
- 112 BALD CYPRESS, 1.5" caliper, 15 gallon
- 40 RED MAPLE 1.5" cal. 15 gallon
- 7 WAX MYRTLE 7 GALLON
- 15 LEATHER FERN 7 GALLON

Lakes Park Landscape

CYPRESS DOME

SIZE	FSSM NO.	DWG NO.	REV
		C:\DRAWINGS_2004\LAKE_DOME_1	
SCALE 1"=20'-0"			SHEET 1 OF 1
MARCH 14, 2005			



RESOLUTION 05-06-25

A RESOLUTION BY THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA SUPPORTING THE REQUEST FOR FINANCIAL ASSISTANCE THROUGH THE 2005 EMERGENCY HURRICANE SUPPLEMENTAL URBAN AND COMMUNITY FORESTRY GRANT AND APPROVAL TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY UPON GRANT AWARD FOR THE RESTORATION OF LAKES PARK.

WHEREAS, Lakes Park sustained extensive damage during Hurricane Charley; and

WHEREAS, the Lee County Department of Parks and Recreation desires to apply for an Urban and Community Forestry Grant under the 2005 Emergency Hurricane Supplemental program which will provide funding to replant trees lost during the hurricane and assist with the cost of irrigation; and

WHEREAS, the Lee County Board of County Commissioners agrees to enter into a maintenance memorandum of agreements with the Florida Department of Agriculture and Consumer Services, Division of Forestry upon grant award.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of County Commissioners, Lee County, Florida;

The Lee County Board of County Commissioners hereby authorizes Director for the Department of Parks and Recreation to submit a grant application for financial assistance under the Urban and Community Forestry 2005 Emergency Hurricane Supplemental program and enter into a maintenance memorandum of agreement Lee County, Florida and the Florida Department of Agriculture and Consumer Services upon grant award.

INTRODUCED, PASSED AND ADOPTED THIS THE 14th DAY OF JUNE, 2005

ATTEST:
CHARLIE GREEN, CLERK

BY: Isaac Pierce
Deputy Clerk

State of Florida
County of Lee

I Charlie Green, Clerk of the Circuit Court for Lee County, Florida, do hereby certify this document to be a true and correct copy of the original document filed in the Minutes Department.

Given under my hand and official seal at Fort Myers, Florida, this 21st day of June, A.D. 2005

CHARLIE GREEN, CLERK
By Isaac Pierce
Deputy Clerk

BY: [Signature]
Douglas St. Cerny, Chairman
Lee County Board of County
Commissioners

APPROVED AS TO FORM:

[Signature]
County Attorney

