

MEMORANDUM

COMMUNITY SERVICES DEPARTMENT

TO: Mayor and Town Council

THROUGH: Robert Rawls, Interim Town Administrator

FROM: Sharon Kent, Community Services Director

DATE: June 23, 1999

SUBJECT: South Florida Community Urban Resources Partnership
Grant Agreement

The Community Services Department submitted a grant application to the South Florida Community Urban Resources Partnership Grant Agreement for a community garden project. The site location for the community garden is the vacant lot that was purchased by the Community Redevelopment Agency next to the Eastside Community Hall. The property was purchased using federal block grant funds and the stipulation for the use of the property was that it would benefit both low and moderate income persons.

The community garden concept has been used throughout the country. Our proposal would utilize the Recreation Leader at the Eastside Community Hall and the residents in the neighborhood. We will advertise the garden concept and ask that the community help plan how the garden will be organized, managed and maintained. The more input from the community, the greater the ownership of the project. We hope this will be an intergenerational project and we plan to involve school aged children through adults and seniors.

The total grant is for \$8,000 and requires a 50 percent match from the Town. The match will be taken from account 001-0825-572-0502. The \$8,000.00 will pay for gardening equipment, a storage container, fencing and seeds. Staff is recommending the approval of the \$4,000 expenditure and also the execution of the agreement by the Mayor.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT FROM THE SOUTH FLORIDA COMMUNITY URBAN RESOURCES PARTNERSHIP TO ESTABLISH A COMMUNITY GARDEN AT THE EASTSIDE COMMUNITY HALL PROPERTY AND MATCHING SAID GRANT WITH THE APPROPRIATION OF \$4,000 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie Community Redevelopment Agency purchased land adjacent to the Eastside Community Hall with federal community development block grant funds for the purpose of benefiting low and moderate income persons; and

WHEREAS, community gardens throughout the United States have historically been very instrumental in bringing such benefits as volunteerism, strengthening neighborhood involvement, pride and recreational pleasures such as a place for social interaction, and a location to enjoy nature in neighborhoods; and

WHEREAS, the Town of Davie had previously submitted an application to the South Florida Community Urban Resources partnership for community garden at the above location; and

WHEREAS, the Town of Davie has received notification for the total grant award of \$8,000 with a \$4,000 match from the Town of Davie and the funds are available from account 001-0825-572-0502; and

WHEREAS, the grant has certain conditions and guidelines that are listed in the attached agreement as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize an appropriation by the Town of Davie for a grant from the South Florida Community Urban Resources Partnership for a community garden at the Eastside Community Hall property; and authorizes the Mayor to execute the grant agreement and the Town Administrator or his designee is hereby designated as the official liaison agent and is authorized to execute all appropriate documents for the purpose of administering the grant on behalf of the Town.

SECTION 2. That the Town Council of the Town of Davie allocates the required fifty percent program match of \$4,000 from the 001-0825-572-0502 account.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

EXHIBIT 1

SOUTH FLORIDA COMMUNITY-URBAN RESOURCES PARTNERSHIP (SFCURP)

GRANT MEMORANDUM OF AGREEMENT

This agreement, made and entered into this _____ day of _____, 19____ (Effective Date) by and between the BROWARD SOIL AND WATER CONSERVATION DISTRICT on behalf of the SOUTH FLORIDA COMMUNITY-URBAN RESOURCES PARTNERSHIP, hereinafter called the "SFCURP/BSWCD" and Town of Davie, hereinafter called the Sub-grantee (Sub-recipient).

WITNESSETH

WHEREAS, the SFCURP/BSWCD desires to increase the principles of ecosystem restoration and the conservation of natural resources by granting funds to the Sub-grantee (Sub-recipient) for the purpose as outlined in Grant Project Number 98-08(46), included herein as Exhibit "A" and by reference made a part hereof:

WHEREAS, the SFCURP/BSWCD and the Sub-grantee (Sub-recipient) are of the opinion that the citizens of the State of Florida would benefit from the implementation of environmental Projects that improve our communities natural resources and assist with ecosystem restoration;

WHEREAS, the BSWCD is acting as the cooperating Local Agency for the USDA-Natural Resources Conservation Service SFCURP Initiative.

WHEREAS, the SFCURP/BSWCD has awarded the Sub-grantee (Sub-recipient) a South Florida Community-Urban Resources Partnership (SFCURP) grant for the specific Project set forth in the SFCURP Grant Project Number 98-08(46), hereinafter the "Project";

WHEREAS, the Sub-grantee (Sub-recipient) by Resolution No. _____, dated _____, has indicated its support of the grant Project 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 SFCURP/BSWCD Grant Project 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 herein and in Exhibit "2", the Grant Maintenance Memorandum of Agreement, the parties covenant and agree as follows:

1. Failure by the Sub-grantee (Sub-recipient) to sign and return this agreement by June 30, 1999 may constitute forfeiture of the award.

2. The Effective Date of this agreement is _____, 19_____.

3. The Sub-grantee (Sub-recipient) shall complete the Project within twelve (12) months of the Effective Date contained herein as set forth in the South Florida Community-Urban Resources Partnership Grant Project Number 98-08(46) approved by the SFCURP/BSWCD during which time

the grant shall continue in effect. The criteria for the Project is set forth herein. The final date by which such criteria must be met for completion of this agreement is twelve (12) months from Effective Date.

The Project to be performed by the Sub-grantee (Sub-recipient) shall be subject to periodic inspections by the SFCURP/BSWCD and/or the SFCURP Federal Support Team and/or their assignees. The Sub-grantee (Sub-recipient) shall not change or deviate from the Project without prior written approval by the SFCURP/BSWCD.

4. The Sub-grantee (Sub-recipient) has estimated the Project cost to be \$8,000.00 as shown on the grant Project budget sheets attached as Exhibits "A" and "B". The SFCURP/BSWCD agrees to reimburse to the Sub-grantee (Sub-recipient) the total sum of \$4,000.00 or fifty percent (50%) of the final approved Project costs, whichever is less (the "Grant Amount"). The Grant Amount is limited to only those items which are directly related to this Project as described in Exhibits "A" and "B". Project costs incurred prior to the Effective Date of this agreement are ineligible for reimbursement. To assist the Sub-grantee (Sub-recipient) with the initial three (3) months of implementation, the SFCURP/BSWCD may make an advance of no more than 25 percent of the grant award. The Sub-grantee (Sub-recipient) must request the advance payment in writing using forms provided by the SFCURP/BSWCD. 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 Sub-grantee (Sub-recipient) prior to Certification of Acceptance by the SFCURP/BSWCD. The final payment shall not be made until Certification of Acceptance is received from the SFCURP/BSWCD. For installed plant materials, a sixty (60) day grow-in-period will be required after Project completion. Certification of Acceptance by the SFCURP/BSWCD may be requested sixty (60) days after Project completion. Upon receipt of the Certification of Acceptance, the Sub-grantee (Sub-recipient) may submit an invoice for final payment.

- (a) Two or more verbal quotes are required for all purchases, expenditures exceeding \$1,000.00 and up to \$5,500.00. A minimum of three written quotes or a formal bid process is required for all purchases/expenditures exceeding \$5,500.00 and not greater than \$15,000.00. Sealed bids are required for all purchases exceeding \$15,000.00. 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.
- (b) 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.
- (c) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the SFCURP/BSWCD 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

SFCURP/BSWCD upon request. Records of costs incurred include all records of the costs of the Sub-grantee (Sub-recipient) and subcontractors considered necessary by the SFCURP/BSWCD for a proper audit of the Project.

- (d) 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, for Demonstrated or Site Specific Projects, for a period of 36 months from the date of being placed on the convicted vendor list.

5. The Sub-grantee (Sub-recipient) 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.

6. The Sub-grantee (Sub-recipient) agrees to submit to the SFCURP/BSWCD an interim report on Project accomplishments within six (6) months of Effective Date and a final report summarizing Project accomplishments as a prerequisite to final acceptance by the SFCURP/BSWCD. 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 Sub-grantee (Sub-recipient) upon Project completion shall submit a news release to local newspaper and other media highlighting the successes of the Project.

7. This Agreement may be terminated under any one of the following conditions:
- (a) By the SFCURP/BSWCD, unilaterally, for refusal by the Sub-grantee (Sub-recipient) to allow public access to all documents, papers, letters, or other material subject to Chapter 119, F.S. and made or received by the Sub-grantee (Sub-recipient) in conjunction with this Agreement.
 - (b) By the SFCURP/BSWCD, if the Sub-grantee (Sub-recipient) fails to perform its duties under this Agreement, following thirty (30) calendar days written notice by the SFCURP/BSWCD.
 - (c) By either party following sixty (60) calendar days written notice.
 - (d) By both parties following the complete execution by both parties of an agreement to terminate this Agreement.
 - (e) Notice to Sub-grantee (Sub-recipient): The SFCURP/BSWCD shall consider the employment by any Sub-grantee (Sub-recipient) 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.

8. Notwithstanding any provision of this Agreement to the contrary but subject to Subparagraph 7(b), in the event this Agreement is terminated before the SFCURP/BSWCD has paid the Sub-grantee (Sub-recipient) the entire Grant Amount, then the SFCURP/BSWCD agrees to pay the Sub-grantee (Sub-recipient) the entire Grant amount, if the Project has been completed. If the Project has not been completed, the SFCURP/BSWCD shall pay to the Sub-grantee (Sub-recipient) a percentage of the Grant amount equal to the percentage of the Project's completion.

9. 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 two (2) 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 SFCURP/BSWCD.

10. As applicable under Florida Statute 768.28, the Sub-grantee (Sub-recipient) covenants and agrees that it will indemnify and hold harmless the SFCURP/BSWCD and all of the SFCURP/BSWCD officers, agents and employees from any claim, action, neglect or omission by the Sub-grantee (Sub-recipient) during the performance of the Agreement, whether direct or indirect, and whether any person or property to which the SFCURP/BSWCD or said parties may be subject, except that neither the Sub-grantee (Sub-recipient) nor any of its sub-contractors will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the SFCURP/BSWCD or any of its officers, agents or employees. The Town of Davie does not waive its rights to sovereign immunity as provided for by Florida Statute 768.28.

11. The Sub-grantee (Sub-recipient) 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.

12. 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.

13. This Agreement may not be assigned or transferred by the Sub-grantee (Sub-recipient), in whole or in part without the prior expressed written consent of the SFCURP/BSWCD.

14. This Agreement, regardless of where executed, shall be governed by and construed in accordance with the laws of the State of Florida.

15. 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:

- (a) If to the SFCURP/BSWCD, address to Russell M. Setti, SFCURP Regional Director, South Florida Community-Urban Resources Partnership, Inc., USDA Service Center, 6191 Orange Drive, Suite 6183Q, Davie, Florida 33314 or at such other address the SFCURP/BSWCD may from time to time designate by written notice to the Sub-grantee (Sub-recipient) voice: (954) 792-1984 or fax: (954) 792-3996;
- (b) If to the Sub-grantee (Sub-recipient) addressed to:

or at such other address as the Sub-grantee (Sub-recipient) from time to time designates by written notice to the SFCURP/BSWCD. 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.

16. Time is of the essence for this agreement.

17. This contract, which disburses grants and aids appropriations, is subject to the requirements of Section 216.347, Florida Statutes, and the Sub-grantee (Sub-recipient) is therefore not allowed to expend any funds received through this contract for the purpose of lobbying the Florida Legislature, the SFCURP/BSWCD, the Judicial Branch, or any other state agency. This contract, which disburses grants and aids appropriations, is subject to the requirements of Section 216.349, Florida Statutes, which are:

- (a) The SFCURP/BSWCD and the Comptroller before disbursing any funds must independently ensure that the proposed expenditure is in accordance with all legal and regulatory requirements and that this contract specifically prohibits the use of funds for the purpose of lobbying the Legislature, the SFCURP/BSWCD, the Judicial Branch, or any state agency.
- (b) If the Sub-grantee (Sub-recipient) is a local government agency, nonprofit organization, or not-for-profit organization it shall: (i) for amounts \$25,000 or less, have its head attest that it has complied with grant provisions, (ii) for amounts greater than \$25,000 but not more than \$100,000 have a grant-specific audit performed in accordance with the rules of the Auditor General or have a statement prepared by an independent certified public accountant which attests that the grant provisions have been complied with, (iii) for amounts greater than \$100,000, have a grant-specific audit performed in accordance with the rules of the Auditor General, and (iv) have such audits, statements, or attestations filed with the SFCURP/BSWCD and the Auditor General.
- (c) The intent of this paragraph is to include lobbying, of applicable federal agencies.

18. If this agreement contains federal funding in excess of \$100,000, the Sub-grantee (Sub-recipient) 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 SFCURP/BSWCD. All disclosure forms as required by the Certification Lobbying form must be completed and returned to the SFCURP/BSWCD.

19. The undersigned Sub-grantee (Sub-recipient) 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 24, 1997 (Audits of States, Local Governments, and Non-profit Organizations). Copies of the latest version of the above which would relate to the undersigned Sub-grantee (Sub-recipient) may be obtained by contacting SFCURP/BSWCD:

South Florida Community-Urban Resources Partnership
USDA Service Center
6191 Orange Drive, Suite 6183Q
Davie, FL 33314

(Contact SFCURP/BSWCD office for assistance in obtaining copies at (954) 792-1984)

If the undersigned Sub-grantee (Sub-recipient) expends \$300,000 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 Sub-grantee (Sub-recipient) 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 \$300,000 threshold specified above shall be from all federal sources, not just the amount provided by this agreement. The undersigned Sub-grantee (Sub-recipient) receiving funds under this agreement hereby agrees that it will allow the SFCURP/BSWCD and any federal agency to audit the Sub-grantee's (Sub-recipient's) books for compliance with the above applicable circulars.

20. The Sub-grantee (Sub-recipient) 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 South Florida Community-Urban Resources Partnership grant must display a statement that the material has been prepared using South Florida Community-Urban Resources Partnership grant funds received through the US Department of Agriculture-Natural Resources Conservation Service.

21. The Sub-grantee (Sub-recipient) 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.

22. The Sub-grantee (Sub-recipient) is informed that the SFCURP/BSWCD shall consider the employment by a Sub-grantee (Sub-recipient) of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be caused for unilateral cancellation of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these Agreements to be executed the day and year written herein.

BROWARD SOIL AND WATER
CONSERVATION DISTRICT (BSWCD)

BY: _____
BSWCD Chairperson or Designee

Attest: _____
SFCURP Regional Director

Signature of Sub-grantee (Sub-recipient)

Print Name of Sub-grantee (Sub-recipient)

Title: _____

Attest: _____ (SEAL)

Date: _____

EXHIBIT 2

SOUTH FLORIDA COMMUNITY-URBAN RESOURCES PARTNERSHIP (SFCURP)

MAINTENANCE MEMORANDUM OF AGREEMENT

This agreement, made and entered into this _____ day of _____, 19____, by and between the BROWARD SOIL AND WATER CONSERVATION DISTRICT on behalf of the SOUTH FLORIDA COMMUNITY-URBAN RESOURCES PARTNERSHIP, hereinafter called the "SFCURP/BSWCD" and Town of Davie, hereinafter called the Sub-grantee (Sub-recipient).

WITNESSETH

WHEREAS, the SFCURP/BSWCD desires to increase the general level of knowledge of the principles of ecosystem restoration and the conservation of natural resources by granting funds to the Sub-grantee (Sub-recipient) for the establishment of a demonstration tree planting Project as outlined in the South Florida Community-Urban Resources Partnership Grant Project Number 98-08(46) and Grant Memorandum of Agreement (the "Grant Agreement") attached hereto as Exhibit "1" and by reference made a part hereof;

WHEREAS, the BSWCD is acting as the cooperating local agency for the USDA-Natural Resources Conservation Service SFCURP Initiative.

WHEREAS, the SFCURP/BSWCD has awarded the Sub-grantee (Sub-recipient) a South Florida Community-Urban Resources Partnership (SFCURP) grant, more particularly set forth in the Grant Agreement;

WHEREAS, the Sub-grantee (Sub-recipient) agreed in the Grant Agreement to maintain the Project (as described in the Grant Project);

WHEREAS, the parties hereto recognize the need for entering into an agreement designating and setting forth the responsibilities of each party in maintaining the Project; and

WHEREAS, the Sub-grantee (Sub-recipient) by Resolution desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other herein and in Exhibit "1", the Grant Memorandum of Agreement, the parties covenant and agree as follows:

1. The Sub-grantee (Sub-recipient) shall maintain the Project in a responsible manner and with due care in accordance with the below listed "Project Standards" for the property at the following location:

Attach Site Plan and/or Map of location (If applicable)

Specifically, the Sub-grantee (Sub-recipient) accepts the below listed responsibilities and duties:

- (a) Proper watering and proper fertilization of all trees/plants.

- (b) Keeping trees/plants as free as practicable from disease and harmful insects;
- (c) Proper mulching of trees and/or planting beds; Keeping the premises free of weeds; Mowing and/or cutting grasses to the proper length;
- (d) Proper pruning of all trees which includes; (i) removing dead or diseased parts of trees or (ii) pruning such parts thereof which present a hazard;
- (e) Removing and replacing dead or diseased trees/plants in their entirety, or removing and replacing those that fall below original Project Standards.

The Sub-grantee (Sub-recipient) agrees to repair, or remove and replace at its own expense all or part of the Project that falls below Project Standards. In the event any part or parts of the Project, including all plants, must be removed and replaced for whatever reason, then they shall be replaced with the same grade, size and specification as provided in the original plans for the Project.

Furthermore, the Sub-grantee (Sub-recipient) shall keep litter removed from the Project area. The above named functions to be performed by the Sub-grantee (Sub-recipient) shall be subject to periodic inspections by the SFCURP/BSWCD. It is the intent of the parties hereto that except as otherwise provided in paragraphs 2 and 4 hereof, the Sub-grantee (Sub-recipient) shall be the owner of the planting and other installations included and stipulated in the grant application comprising the Project.

2. This Agreement may be terminated under any one of the following conditions:

- (a) By the SFCURP/BSWCD, if the Sub-grantee (Sub-recipient) fails to perform its duties under this Agreement or for refusal by the Sub-grantee (Sub-recipient) to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or secured by the Sub-grantee (Sub-recipient) in conjunction with this Agreement following reasonable written notice.
The Town of Davie has one month to resolve any deficiencies and/or corrections, to cure the default after written notification to the Town, by SFCURP/BSWCD. Written notification should be made to the Director of Community Services at 6901 Orange Drive, Davie, Florida 33314.
- (b) By either party following sixty (60) calendar days written notice.
- (c) By both parties following the complete execution by both parties of an agreement to terminate this Agreement.

3. The terms of this Agreement commence on the date of Certification of Acceptance and continue for a period of three (3) years.

4. In the event this Agreement is terminated in accordance with subparagraph 2(a) then the Sub-grantee (Sub-recipient) shall refund to the SFCURP/BSWCD a pro-rated portion of the grant award based upon the following schedule:

- (a) If this agreement is terminated within one year of the date in Paragraph 3, 75 percent of the grant award.
- (b) If this agreement is terminated during the second year of this agreement, 50 percent of the grant award.
- (c) If this agreement is terminated during the third year of this agreement, 25 percent of the grant award.

5. As applicable under Florida Statute 768.28, the Sub-grantee (Sub-recipient) Covenants and agrees that it shall indemnify and hold harmless the SFCURP/BSWCD and all of the SFCURP/BSWCD officers, agents and employees from any claim, action, neglect or omission by the Sub-grantee (Sub-recipient) during the performance of the Agreements, whether direct or indirect, and whether any person or property to which the SFCURP/BSWCD or said parties may be subject, except that neither the Sub-grantee (Sub-recipient) nor any of its sub-contractors shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the SFCURP/BSWCD or any of its officers, agents or employees. The Town of Davie does not waive its rights to sovereign immunity as provided for by Florida Statute 768.28.

6. This Agreement, together with the South Florida Community-Urban Resources Partnership Grant Memorandum of Agreement, 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.

7. This Agreement may not be assigned or transferred by the Sub-grantee (Sub-recipient), in whole or in part without the expressed written consent of the SFCURP/BSWCD.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9. 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:

- (a) If to the SFCURP/BSWCD, addressed to Russell M. Setti, SFCURP Regional Director, USDA Service Center, 6191 Orange Drive, Suite 6183Q, Davie, Florida 33314, Phone:(954) 792-1984 or Fax: (954) 792-3996 or at such other address the SFCURP/BSWCD may from time to time designate by Written notice to the Sub-grantee (Sub-recipient); and
- (b) If to the Sub-grantee (Sub-recipient) addressed to:

or at such other address as the Sub-grantee (Sub-recipient) from time to time designates by written notice to the SFCURP/BSWCD.

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.

10. Time is of the essence for this agreement.

11. This contract, which disburses grants and aids appropriations, is subject to the requirements of Section 216.347, Florida Statutes, and the Sub-grantee (Sub-recipient) is therefore not allowed to expend any funds received through this contract for the purpose of lobbying the

Florida Legislature, the SFCURP/BSWCD, the Judicial Branch, or any other state agency or federal agency as it may apply.

This contract, which disburses grants and aids appropriations, is subject to the requirements of Section 216.349, Florida Statutes, which are:

- (a) The SFCURP/BSWCD and the Comptroller before disbursing any funds must independently ensure that the proposed expenditure is in accordance with all legal and regulatory requirements and that this contract specifically prohibits the use of funds for the purpose of lobbying the Legislature, the SFCURP/BSWCD, the Judicial Branch or any state agency.
- (b) If the Sub-grantee (Sub-recipient) is a local government agency, non-profit organization, or not-for-profit organization it shall: (i) for amounts \$25,000 or less, have its head attest that it has complied with grant provisions, (ii) for amounts greater than \$25,000 but not more than \$100,000 have a grant-specific audit performed in accordance with the rules of the Auditor General or have a statement prepared by an independent certified public accountant which attests that the grant provisions have been complied with, (iii) for amounts greater than \$100,000 have a grant-specific audit performed in accordance with the rules of the Auditor General, and (iv) have such audits, statements, or attestations filed with the SFCURP/BSWCD and the Auditor General.

IN WITNESS WHEREOF, the parties hereto have caused these Agreements to be executed the day and year first above written.

BROWARD SOIL AND WATER
CONSERVATION DISTRICT (BSWCD)

BY: _____
BSWCD Chairperson or Designee

Attest: _____
SFCURP Regional Director

Signature of Sub-grantee (Sub-recipient)

Print Name of Sub-grantee (Sub-recipient)

Title: _____

Attest: _____ (SEAL)

Date: _____

EXHIBIT A

South Florida Community-Urban Resources Partnership

SUB-GRANTEE INFORMATION (Please Print or Type)

Project Applicant Name: Town of Davie

Project No.: 98-08(46)

Project Title: Eastside Community Garden

Sub-grantee Information (Local Government, Nonprofit Organization, Indian Tribe
or Educational Institution): Town of Davie

Name and Title of Contact Person: Sharon Kent, Community Services Director

Address: 6901 Orange Drive

City: Davie Zip: 33314

Phone: (954) 797-1150 Fax: (954) 797-1148

Email: sharon kent@Davie-FL.gov Web Address: davie-fl.gov

IRS FEID Number 59-60460527

Name of Landowner: Town of Davie

As the duly authorized officer/representative of the Sub-grantee 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 Officer/Representative: _____

Title: _____

Signature: _____ Date: _____

Please attach project description, work plan, flow chart, and related documents that will become part of this agreement.

EXHIBIT A

GRANT PROGRAM INFORMATION

Project Applicant Name: Town of Davie

Project Title: Eastside Community Garden

Project No.: 98-08(46)

SUMMARY OF COSTS (A 50/50 match on behalf of the Sub-grantee is required)

	Requested Grant \$ I	Local Match \$ II
Contractual costs	_____	_____
Personnel costs	_____	_____
Travel costs	_____	_____
Equipment costs	\$2,718	\$2,718
Supplies costs	\$1,282	\$1,282
Operating costs	_____	_____
Tree costs	_____	_____
Overhead costs	_____	_____
Total Requested Grant (I)	\$ 4,000	0
Total Matching Costs (II)	\$ 0	\$ 4,000
Total Program Costs (III)	\$ 8,000	_____

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

50 % Grant Request 50 % Local Match

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

PROJECT LOCATION INFORMATION (Please Print or Type)

(Complete where applicable)

County Broward Local Government Jurisdiction (County Government, Municipality, School Board District or Independent Special District): Town of Davie municipality

Describe the Specific Location of the Project: 4300 SW 55 Avenue, Davie, FL

Who has Maintenance Responsibility for the Property?: Town of Davie Parks Division

Is the Land Ownership Public or Private?: Public

**APPLICATION FOR
FEDERAL ASSISTANCE**

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	Preapplication <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	2. DATE SUBMITTED December 15, 1998	Applicant Identifier
		3. DATE RECEIVED BY STATE	State Applicant Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: Town of Davie Address (give city, county, state, and zip code): 6591 Orange Dr., Davie, FL 33314 Broward County	Organizational Unit: Community Services Dept. Name and telephone number of person to be contacted on matters involving this application (give area code): Technical: Sharon Pierce Kent Budgetary: Contractual: (954) 797-1150
--	--

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
 59 - 6046527

8. TYPE OF APPLICATION:

New Continuation Revision

If Revision, enter appropriate letter(s) in box(es):

A. Increase Award B. Decrease Award C. Increase Duration
 D. Decrease Duration Other (specify):

7. TYPE OF APPLICANT: (enter appropriate letter in box) C

A. State	H. Independent School Dist.
B. County	I. State Controlled Institution of Higher Learning
C. Municipal	J. Private University
D. Township	K. Indian Tribe
E. Interstate	L. Individual
F. Intermunicipal	M. Profit Organization
G. Special District	N. Other (Specify) _____

9. NAME OF FEDERAL AGENCY:

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

TITLE: .

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
 Eastside Community Garden

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):
 Town of Davie

13. PROPOSED PROJECT:		14. CONGRESSIONAL DISTRICTS OF:	
Start Date	Ending Date	a. Applicant #20	b. Project #20

15. ESTIMATED FUNDING:

a. Federal	\$	4000	.00
b. Applicant	\$	4000	.00
c. State	\$.00
d. Local	\$.00
e. Other	\$.00
f. Program Income	\$.00
g. TOTAL	\$	8000	.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
 DATE _____

b. NO PROGRAM IS NOT COVERED BY E.O. 12372
 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
 Yes If "Yes," attach an explanation. No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF ASSISTANCE IS AWARDED.

a. Typed Name of Authorized Representative Sharon Pierce Kent	b. Title Community Services Director	c. Telephone number (954) 797-1150
d. Signature of Authorized Representative		e. Date Signed

Sharon Pierce Kent 12-14-98

Standard Form 424A
BUDGET INFORMATION - Non-Construction Programs
OMB Approval no. 0348-002

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1.						
2.						
3.						
4.						
5. TOTALS	N/A					
SECTION 5 BUDGET CATEGORY						
6. OBJECT CLASS CATEGORIES		(1)	(2)	(3)	(4)	(5)
		Year 1	Year 2	Year 3	Year 4	Total
a. Personnel						
b. Fringe Benefits						
c. Travel						
d. Equipment		5436.00				5436.00
e. Supplies		2564.00				2564.00
f. Contractual						
g. Construction						
h. Other						
i. Total direct Charges (sum of (a)-(h))						
j. Indirect Charges						
k. TOTALS (sum of (i) and (j))		8000.00				8000.00
7. PROGRAM INCOME						

Project Title: Eastside Community Garden

Project No. 98-08(46)

EXHIBIT B

Attach your budget or use the enclosed form. This is the type of detail required.

BUDGET

Please note: All Projects 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.

Cost Items	Quantity (#)	Rate or Price (\$)	SFCURP 50% Share Cost (\$)	50% Match Cost (\$)
<u>Contractual</u> (description)				
<u>Personnel</u> (list titles or positions)				

EXHIBIT B

Project Title: Eastside Community Garden

Project No. 98-08(46)

Cost Items	Quantity (#)	Rate or Price (\$)	SFCURP 50% Share Cost (\$)	50% Match Cost (\$)
<u>Travel</u>				
<u>Equipment</u>				
Fence	1	2,600	1,300	1,300
Shed	1	2,500	1,250	1,250
Wood to Border plants	112	336	168	168

EXHIBIT B

Project Title: Eastside Community Garden

Project No. 98-08(46)

Cost Items	Quantity (#)	Rate or Price (\$)	SFCURP 50% Share Cost (\$)	50% Match Cost (\$)
<u>Supplies*</u> (list items)				
seeds	282	2.50	352.50	352.50
cultivator	15	10.00	75.00	75.00
hand cultivator	15	6.00	45.00	45.00
hedge shear	15	14.00	105.00	105.00
8' hand pruner	15	7.00	52.50	52.50
hand trowel	15	6.00	45.00	45.00
gloves (3 pk)	20	4.00	40.00	40.00
hoe	15	13.00	97.50	97.50
rake	15	13.00	97.50	97.50
long handle shovel	15	8.00	60.00	60.00
hose	2	12.00	12.00	12.00
top soil	2' deep		300.00	300.00

EXHIBIT B

Project Title: Eastside Community Garden

Project No. 98-08(46)

Cost Items	Quantity (#)	Rate or Price (\$)	SFCURP 50% Share Cost (\$)	50% Match Cost (\$)
<u>Operating Costs</u> (list)				
<u>Trees</u> (list species and size)				
Overhead**			*****	
Total			4,000	4,000

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

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

ITEMIZED BUDGET

EQUIPMENT	PRICE	NUMBER	TOTAL	RESPONSIBLE PARTY
Fence			\$2600.00	TOD/SFCURP 50/50
Shed			\$2500.00	TOD/SFCURP 50/50
Wood to border plots 2x6x10	\$3.00	112	\$336.00	TOD/SFCURP 50/50
TOTAL			\$5436.00	
SUPPLIES				
Seeds (flowers, vegetables, fruits \$2.50/packet)		282	\$705.00	TOD/SFCURP 50/50
Cultivator	\$10.00	15	\$150.00	TOD/SFCURP 50/50
Hand cultivator	\$6.00	15	\$90.00	TOD/SFCURP 50/50
Hedge shear	\$14.00	15	\$210.00	TOD/SFCURP 50/50
8' hand pruner	\$7.00	15	\$105.00	TOD/SFCURP 50/50
Hand trowel	\$6.00	15	\$90.00	TOD/SFCURP 50/50
Gloves 3 pack	\$4.00	20	\$80.00	TOD/SFCURP 50/50
Hoe	\$13.00	15	\$195.00	TOD/SFCURP 50/50
Rake	\$13.00	15	\$195.00	TOD/SFCURP 50/50
Long handle shovel	\$8.00	15	\$120.00	TOD/SFCURP 50/50
Hose	\$12.00	2	\$24.00	TOD/SFCURP 50/50
Top soil		2' deep	\$600.00	TOD/SFCURP 50/50
TOTAL			\$2564.00	
GRAND TOTAL			\$8000.00	

Miller

2312 WILTON DRIVE

WILLIAMS, HATFIELD AND STONER, INC.

ENGINEERS • PLANNERS • LAND SURVEYORS

FT. LAUDERDALE, FLORIDA

LAND SURVEY OF

Lot 17

Block 3

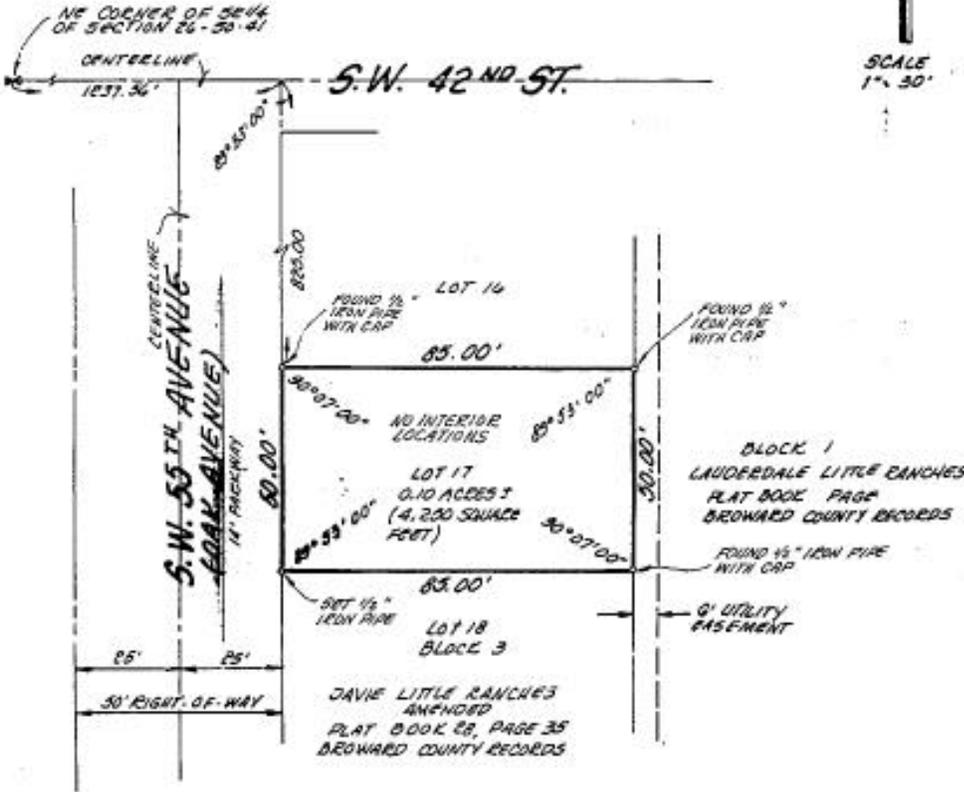
DAVIE LITTLE RANCHES AMENDED

as recorded in Plat Book 28, Page 35

of the Public Records of Broward County, Florida.



SCALE
1" = 30'



NOTES:

THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, OR EASEMENTS

UNDERGROUND FOUNDATIONS AND UTILITIES NOT LOCATED.

ADJUSTMENTS REFER TO N/A

ELEVATIONS REFER TO NGVD OF 1988, REFERENCED TO BENCH MARK N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL.

FLOOD ZONE INFORMATION

COMMUNITY NO.	PANEL NO.	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEV.	LOWEST FLOOR ELEV.
0035	0302	P	8/18/92	AH	61.5.0	~

CERTIFICATE

WE HEREBY CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE FOUND NO MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING UNDER RULE 21HH-4, F.A.C. ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS, SEPT. 1, 1981

DATE	BY	DATE	BY	DATE	BY
		12/10/92	LMG		

PLAT BOOK 28-14270