

CITY OF SANFORD, FLORIDA

RESOLUTION NO. 2026-3487

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SANFORD, FLORIDA, APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANFORD AND CUPLET FERN, A FLORIDA NATIVE PLANT SOCIETY CHAPTER, FOR THE ONE-TIME DONATION OF FLORIDA NATIVE PLANTS AND SUBSEQUENT PLANT REFRESH SUPPORT AT DESIGNATED CITY PROPERTIES FOR THE PURPOSES OF ECOLOGICAL RESTORATION AND BEAUTIFICATION; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND ALL RELATED DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sanford, Florida (the “City” or “Partner”), is a duly constituted municipal corporation organized and existing under the laws of the State of Florida and possesses the home rule authority to enter into agreements that promote the health, safety, and welfare of its residents; and

WHEREAS, Cuplet Fern (“CF”) is a chapter of the Florida Native Plant Society dedicated to the preservation, conservation, and restoration of Florida’s native plant communities through education, advocacy, and direct community partnerships; and

WHEREAS, the City desires to enhance the ecological integrity, biodiversity, and aesthetic character of designated City properties through the strategic use of Florida native plant species; and

WHEREAS, Cuplet Fern has offered to provide, at no cost to the City, a one-time donation of Florida native plants, together with subsequent plant refresh support per site, in furtherance of ecological restoration and beautification goals at designated City properties; and

WHEREAS, the parties have negotiated a Memorandum of Understanding (the “MOU”), attached hereto as Exhibit “A” and incorporated herein by reference, which sets forth the agreement, terms, and conditions under which Cuplet Fern will provide such donation and refresh support; and

WHEREAS, the City Commission has determined that approval of the MOU is in the best interests of the citizens of the City of Sanford and serves a valid public purpose; and

WHEREAS, the City Commission finds that the matters set forth in the foregoing recitals are true and correct and are incorporated herein as legislative findings of fact.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANFORD, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. Approval and Adoption of MOU. The City Commission hereby approves and adopts the Memorandum of Understanding between the City of Sanford and Cuplet Fern, in substantially the form attached hereto as Exhibit "A," for the one-time donation of Florida native plants and subsequent plant refresh support per site at designated City properties for the purposes of ecological restoration and beautification.

Section 3. Authorization to Execute. The Mayor, or his designee, is hereby authorized and directed to execute the MOU on behalf of the City, together with any and all related documents reasonably necessary to effectuate the purposes of this Resolution, subject to approval as to form and legality by the City Attorney. Non-substantive modifications to the MOU may be made prior to execution without further action of the City Commission.

Section 4. Implementation. City staff is hereby authorized and directed to take all actions reasonably necessary to implement the terms of the MOU, including, without limitation, the identification of designated planting sites, coordination of installation and refresh activities, and ongoing maintenance consistent with the parties' respective obligations under the MOU.

Section 5. Conflicts. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

Passed and adopted this 8th day of June, 2026.

Attest:

*On
Behalf
of*

Traci Houchin
*Deputy
City Clerk*

Traci Houchin, MMC, FCRM
City Clerk

City Commission of the City of
Sanford

Art Woodruff

Art Woodruff, Mayor



For use and reliance of the Sanford
City Commission only.

Approved as to form and legality.

Lindsay N. Greene
Lindsay N. Greene, City Attorney



CUPLET FERN
FLORIDA NATIVE PLANT SOCIETY



CITY OF
SANFORD
FLORIDA

Memorandum of Understanding for Plants-for-Signage Donation Program

Between:

Cuplet Fern (CF)

(Hereinafter referred to as "**The Donor**")

And:

The City of Sanford, Florida

(Represented by Robert Beall, and hereinafter referred to as "**The Partner**")

Effective Date: [REDACTED]

I. Purpose and Scope

This Memorandum of Understanding (MOU) outlines the agreement, terms and conditions under which Cuplet Fern (CF) will provide a one-time donation of Florida native plants and subsequent plant refresh support per site to the City of Sanford (The Partner) for the purpose of ecological restoration and beautification at designated city properties.

The core condition of this partnership, and the foundation for all ongoing support, is The Partner's commitment to the long-term installation and maintenance of educational, interpretive signage provided or approved by Cuplet Fern (**The Plants-for-Signage Donation Program**).



II. Eligibility and Location

1. **Organizational Type:** The Partner is a Governmental Organization (GO) and meets the criteria for the Cuplet Fern Plants-for-Signage Donation Program.
2. **Longevity:** The Partner is an established entity operating for a minimum of five (5) years.
3. **Geographic Region:** The designated site(s) are located within Seminole County, a region serviced by CF.
4. **Designated Site(s):** The initial site for this agreement is the **Evergreen, Lakeview, and Page Jackson Cemeteries** (hereinafter "**The Site**"). The Site must be reasonably accessible to the public or a significant community group for educational purposes.

III. Core Program Condition: Signage Maintenance

The provision of plants and eligibility for refresh support are strictly conditional upon The Partner's adherence to the following signage requirements:

1. **Pre-Donation Requirement:** The Partner is solely responsible for the production and secure installation of the interpretive metal stake sign(s) at The Site *prior* to the delivery or donation of any plants.
2. **Signage Dimensions:** The physical interpretive sign *face* must be no less than 18 inches tall by 11 inches wide. This excludes the metal stake.
3. **Content Retention:** All original Cuplet Fern-provided graphics must remain permanently in place at The Site. Removal or permanent covering of the original signage will result in the cessation of the partnership and future refresh eligibility.

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- 4. **Quality and Condition:** The Partner must actively maintain the signage in good, legible, and clean condition, ensuring it is securely mounted and oriented correctly for public viewing. CF reserves the right to conduct periodic site visits to assess signage condition.
 - 5. **Signage Scope:** If the educational *planting area* exceeds 45,000 square feet, an additional interpretive sign will be required, as determined collaboratively with CF.

IV. Plant Donation and Refresh Support

Initial Plant Donation

Detail	Description
Quantity/Selection	Cuplet Fern will work with the partner organization to determine an appropriate selection and quantity of native or ecologically beneficial plants based on site-specific needs (e.g., light, soil, moisture) and availability, not specific plant requests.
Intended Use	Plants are intended for the educational planting area near or adjacent to the interpretive signage at The Site.
Delivery Date	To be mutually agreed upon, pending successful installation of the signage.

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Detail	Description
Pick-Up Requirement	The Partner, Ixora Garden Club or Central Florida Cemetery Project is responsible for picking up the initial plant donation and any subsequent refreshes from CF-designated locations on the mutually agreed-upon date and time.
Pick-Up Coordination	CF will communicate the designated pick-up location, date, and time to the Partner's contact person, Ixora Garden Club, and Central Florida Cemetery Project
Transportation	The Partner, Ixora Garden Club, or Central Florida Cemetery Project representatives must provide adequate transportation. CF is not responsible for damages occurring during transport.

Plant Refresh Support

1. **Eligibility:** Refresh assistance is a benefit extended *only* to partners consistently adhering to the Signage Maintenance requirements (Section III).
2. **Purpose:** Refreshes are intended to replace plants that have failed due to natural attrition, vandalism, or environmental stressors. They are not intended for routine

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maintenance or significant expansion of the original planting footprint without a separate agreement.

3. **Process:** Requests must be submitted to CF, detailing the scope of replacement needed. Availability is subject to CF's current inventory, funding, and capacity.

V. Partner Stewardship and Responsibility

The Partner assumes full and complete responsibility for the following aspects of The Site:

1. **Site Preparation:** This includes the complete removal of all existing unwanted vegetation (weeds and invasive species). CF highly recommends a three (3) month solarization period (covering the area with secure black plastic sheeting) to kill existing weeds and the seed bank, as CF does not recommend chemical control.
2. **Installation:** The Partner is responsible for coordinating and executing the successful installation of the donated plants. CF assistance may be provided but is subject to scheduling and volunteer availability.
3. **Ongoing Care (Exclusion of Routine Maintenance):** The Partner is fully responsible for all long-term stewardship, including:
 - Watering and irrigation schedules.
 - Weeding and pest management.
 - Pruning, mulching, and general maintenance.
 - CF does not provide routine gardening, landscaping, or ongoing maintenance services.
4. **Volunteer Coordination:** The Partner confirms that the Ixora Garden Club has agreed to coordinate volunteer efforts to assist with the ongoing care and maintenance of the

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designated native plant area at The Site. The Partner remains the ultimately responsible party for ensuring that all maintenance standards are met, regardless of volunteer efforts.

VI. Optional CF Services and Billing Rate

Any services requested by The Partner beyond the defined scope of the initial plant donation and subsequent Plant Refresh Assistance, including but not limited to, plant installation, transportation of plants and materials, site preparation assistance, or ongoing maintenance support, are considered optional, billable services. Cuplet Fern's ability to provide these optional services is subject to staff and volunteer availability.

1. **Rate and Tax-Deductibility:** Optional billable services provided by Cuplet Fern, including any maintenance, installation, and transportation of plants and any other materials required by Cuplet Fern, will be invoiced to The Partner at a rate of \$150 per hour. This payment constitutes a tax-deductible donation to Cuplet Fern, a registered 501(c)(3) nonprofit organization.
2. **Materials/Equipment:** The Partner will be responsible for reimbursing Cuplet Fern for any materials or equipment rental costs incurred while providing these billable services, in addition to the hourly rate.
3. **Prior Approval:** All requests for billable services must be submitted in writing and mutually agreed upon by both parties prior to commencement.
4. **Payment:** Should The Partner fail to remit payment for agreed-upon billable services within sixty (60) days of the invoice date, CF reserves the right to immediately and permanently terminate all current and future Refresh Assistance eligibility under this agreement.

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VII. Agreement Termination

Cuplet Fern reserves the right to alter or terminate this agreement for any reason. CF may immediately pause or cease refresh assistance if any of the following occur:

1. The Partner fails to maintain the signage quality as described in Section III.
2. The Site conditions change unfavorably (e.g., significant habitat alteration, site abandonment, or conversion of the area to a non-native plant focus) such that the interpretive sign no longer accurately reflects the site or the program's goals.
3. The Partner removes or permanently covers the CF-provided graphics.

VIII. Indemnification and Liability

The Donor (CF), including its agents, employees, and volunteers, are not to be considered employees or agents of The Partner in any capacity. The Partner agrees to indemnify, defend, and hold harmless The Donor (Cuplet Fern), its agents, employees, and volunteers from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to the use, installation, maintenance, or presence of the donated plants or interpretive signage on The Site.

The Donor is not liable for any injury, loss, or damage to property or persons arising out of or in connection with The Partner's operation of The Site or the Plants-for-Signage Donation Program. The Partner does not waive its rights pursuant to Section 768.28, Florida Statutes, including but not limited to sovereign immunity or indemnification beyond statutory limits.

IX. Signatures

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By signing below, the parties agree to the terms and conditions outlined in this Memorandum of Understanding and Plants-for-Signage Program.

For Cuplet Fern (The Donor)	For The City of Sanford (The Partner)
Name: Mark Kateli	Name: Art Woodruff
Title: President	Title: Mayor
Signature:	Signature:
Date: Apr 30, 2026	Date:

For The Central Florida Cemetery Project	For The Ixora Garden Club of
Name: Jennifer Eve	Sanford Name: Ingrid Dodd
Title:	Title: President
Signature:	Signature:
Date: May 3, 2026	Date: May 7, 2026

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Sanford Cemetery Memorandum of Understanding and Plant Donation Agreement

Final Audit Report

2026-05-07


Created:	2026-04-30
By:	faye winfrey (faye.winfrey@sanfordfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARi2SI3qzcmVifCRQluQoUs11ap-pLI


"Sanford Cemetery Memorandum of Understanding and Plant Donation Agreement" History


-  Document created by faye winfrey (faye.winfrey@sanfordfl.gov)
2026-04-30 - 5:46:28 PM GMT
-  Document emailed to cupletfern@gmail.com for signature
2026-04-30 - 5:47:28 PM GMT
-  Email viewed by cupletfern@gmail.com
2026-04-30 - 5:54:56 PM GMT
-  Signer cupletfern@gmail.com entered name at signing as Mark Kateli
2026-04-30 - 6:04:21 PM GMT
-  Document e-signed by Mark Kateli (cupletfern@gmail.com)
Signature Date: 2026-04-30 - 6:04:23 PM GMT - Time Source: server
-  Document emailed to jme224@yahoo.com for signature
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-  Email viewed by jme224@yahoo.com
2026-05-01 - 6:07:03 PM GMT
-  Signer jme224@yahoo.com entered name at signing as Jennifer M Eve
2026-05-03 - 11:56:14 PM GMT
-  Document e-signed by Jennifer M Eve (jme224@yahoo.com)
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-  Document emailed to jean_jonas@msn.com for signature
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 Document signing delegated to Ingrid Dodd (Ingrid.dodd@yahoo.com) by jean_jonas@msn.com
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 Document e-signed by Ingrid Dodd (Ingrid.dodd@yahoo.com)
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 Agreement completed.
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CITY OF
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APPROVED

WS	RM	X
Item No. 9.G		

**CITY COMMISSION MEMORANDUM 26-1 17
JUNE 8, 2026, AGENDA**

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Robert Beall, Operations Manager
SUBMITTED BY: Norton N. Bonaparte, Jr., City Manager
SUBJECT: Resolution No. 2026-3487; Approving Landscape Construction and Maintenance Memorandum of Understanding (MOU) with Cuplet Fern.

SYNOPSIS:

Requesting to approve Resolution No. 2026-3487 to enter into a Landscape Construction and Maintenance Memorandum of Understanding with the Cuplet Fern for improvements to the Sanford Municipal Cemetery.

FISCAL/STAFFING STATEMENT:

No funds requested. Landscaping is being donated through Cuplet Fern.

BACKGROUND:

The MOU relates to the installation and maintenance of native landscape plants in several locations around the Sanford Municipal Cemetery.

Improvements will include the removal of existing landscaping, sod and trees. The new construction will consist of installation of a new irrigation system, installation of new landscaping, sod and mulch.

The MOU also refers to compliance for perpetual maintenance of the facilities as long as the City wishes to maintain the sites. If the City decides to terminate the maintenance, then the City may be required to return the facilities to their former appearance.

LEGAL REVIEW:

The City Attorney has reviewed this agenda item and has no legal objection.

RECOMMENDATION:

City staff recommend that the City Commission approve Resolution No. 2026-3487 authorizing the Memorandum of Understanding with Cuplet Fern for landscape improvements at the Sanford Municipal Cemetery.

SUGGESTED MOTION:

“I move to approve Resolution No. 2026-3487 to authorize the Memorandum of Understanding with Cuplet Fern.”

- Attachments: (1). Resolution No. 2026-3487
- (2). MOU