

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Hurricane Recovery Urban and Community Forestry Grant Agreement

DEPARTMENT: Fiscal Services **DIVISION:** Grants Administration

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Jennifer Bero **EXT.** 7125

Agenda Date <u>05/23/06</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
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MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Memorandums of Agreement between the Florida Department of Agriculture and Consumer Services, and Seminole County.

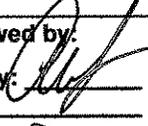
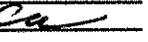
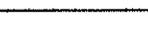
[Dept Contact: Suzy Goldman, Library and Leisure Services Director (407) 665-1605]

BACKGROUND:

The Hurricane Recovery Urban and Community Forestry Grant reimburses funds previously expended for the replacement of trees in hurricane damaged areas. As approved by the Board on 12/20/05, Seminole County submitted an application for funding tree replacement costs incurred as a result of the 2004 hurricanes.

Seminole County was selected by the Florida Department of Agriculture and Consumer Services to receive a grant award in the amount of \$68,133. For funds to be collected, Memorandums of Agreement for both the grant and the maintenance of the project [over a three-year period] must be approved and executed. The match requirement for the grant is met by previous expenditures.

Request the Board to approve and authorize the Chairman to execute the Memorandums of Agreement in acceptance of the Hurricane Recovery Urban and Community Forestry Grant.

Reviewed by:	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No.	<u>CFSG02</u>



Florida Department of Agriculture and Consumer Services
CHARLES H. BRONSON, Commissioner
The Capitol • Tallahassee, FL 32399-0800

Please Respond to:

Division of Forestry
Forest Management Bureau
3125 Conner Blvd., C25-Suite R
Tallahassee, FL 32399-1650

April 24, 2006

MEMORANDUM

TO: Approved 2005 Emergency Hurricane Supplemental
Urban and Community Forestry Grant Recipients

FROM: Charles Marcus, Urban Forestry Coordinator
850/921-0300

SUBJECT: Memoranda of Agreements

Enclosed are three (3) copies of the MOA for the grant proposal that you submitted under the 2005 Emergency Hurricane Supplemental Urban and Community Forestry Grant program. If your proposal includes a tree planting project, there is also an MOA for the maintenance of that project over a three year period following establishment.

Please sign each copy of each MOA (or have them signed by the responsible individual from your agency or organization), and enter the date signed on the first page as indicated. Please return two signed copies of each MOA, addressed to Kelly Boutwell at the address in the upper right corner of this letterhead **by June 15, 2006**. Expenses incurred from October 13, 2004 will be approved; however if beginning a project, it would be preferable to wait until the date of your signature.

If you need technical assistance with your project, please contact your local Division of Forestry field office. Contact information is available on our website: www.fl-dof.com. You will probably want to make contact with our local foresters soon anyway, since they will have to certify satisfactory completion of your project for your reimbursement. A copy of the Certification of Acceptance, Reimbursement Summary Sheet, Interim Report and samples of press releases are enclosed.

Please carefully review the MOA and call either Kelly (850/922-5832) or myself if you have any questions.



Florida Agriculture and Forest Products
\$53 Billion for Florida's Economy

EXHIBIT 1

FDACS CONTRACT #

011110

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

This agreement, made and entered into this the _____ day of _____, 20____ by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, hereinafter called the "Department" and the Seminole 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 awarding funds to the Entity (Subrecipient) for the specific project set forth in grant application Number 05H2-46, 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 Entity (Subrecipient) by Resolution No. 2005-R-233, dated December 20, 2005, has indicated its support of the grant application and authorized its officers to execute this Agreement on its behalf; 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 contract is valid upon execution through September 30, 2007.
- C. The Entity (Subrecipient) has estimated the project cost to be \$102,200 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 \$68,133 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 for which the applicant has already received reimbursement from any other source are not eligible for funding under this grant.
- D. 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.
- E. 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.
- F. The Entity (Subrecipient) agrees to submit to the Department an interim report on project accomplishments **quarterly** (December 31, March 31, June 30 and September 30). Failure to submit a required report or submission of an unsatisfactory report is sufficient grounds for termination of this agreement.

- G. Reimbursements can be made on a quarterly basis, if requested. **No advance payments will be provided.** Applicants must submit a completed reimbursement summary sheet to the Department with sufficient attachments to verify the claims made. These may include invoices, receipts, canceled checks, payroll log sheets, etc. No more than 75 percent of the grant amount will be paid to the Entity (Subrecipient) prior to the submission of a completed Certification of Acceptance endorsed by the Department.

The final payment shall be made once the following documents are received:

- (1) Certification of Acceptance endorsed by a Division of Forestry official.
- (2) Final Reimbursement Summary Sheet with attached backup documentation.
- (3) Brief narrative summarizing project accomplishment.
- (4) News release to be submitted to a local publication crediting the U.S. Forest Service for providing funding.
- (5) Letter of appreciation to the local congressional representative.

For installed plant materials, a sixty (60) day grow-in-period will be required after project completion. Certification of Acceptance by the Department may be requested sixty (60) days after project completion.

- H. The Entity (Subrecipient) must submit the final claim for reimbursement to the Department on or before November 30, 2007.
- I. 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 U.S. Forest Service.

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 returned to an Entity (Subrecipient) due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. 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. All approved travel expenditures must be submitted on a State travel form (see Attachment F).

Purchases of \$2,500 to \$25,000 shall be carried out documenting two or more written quotations or written record of telephone quotations or informal bids to be opened upon receipt, whenever practical. Competitive sealed bidding is required for all purchases exceeding \$25,000. Justification must be provided for a sole source award or for an award to a vendor other than the vendor submitting the lowest bid or quote.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Entities (Subrecipients) who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-7269 or by calling the Department of Financial Services' Hotline, 1-850-410-9724.

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

- A. 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.
- B. 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.
- 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.

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.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Department. Renewal costs may not be charged by the Entity (Subrecipient).

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through H are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a Contractor subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.
- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, F.S., applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 2 to this agreement indicates state financial assistance awarded through this Department resource by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other Nonstate agencies. State financial assistance does not include Federal direct or pass-through awards and resources received by a Nonstate entity for Federal program matching requirements.
- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- E. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient

expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

F. Each state awarding agency shall:

- (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
- (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the department 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 401, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

G. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

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

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 2 to this agreement indicates Federal resources awarded through this Department by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from this Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.
- B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- C. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from the non-federal resources (i.e., the cost of such an audit must be paid from the Recipient resources obtained from other than Federal entities).
- D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
- (a) The Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800
 - (b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- (c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.
- E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the Department of Agriculture and Consumer Services at the following address:

The Department of Agriculture and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800
- F. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.
- G. Recipients, when submitting financial reporting packages to the Department of Agriculture and Consumer Services for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 487-1471 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this Agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be

obtained by contacting: PRIDE of Florida, 12425 28th Street, North, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

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 employment of unauthorized aliens by ant Entity (Subrecipient) is considered a violation of Section 274A(e) of the Immigration and Nationalization Act. If the Entity (Subrecipient) knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

The Entity (Subrecipient) is informed that an entity or affiliate who has been placed in the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In accordance with Florida Statute 768.28, the Entity (Subrecipient) Covenants and agrees that it shall indemnify and hold harmless the Department and all of the Department's officers, agents and employees from any claim, action, neglect or omission by the Entity (Subrecipient) during the performance of the Agreements, whether direct or indirect, and whether any person or property to which the Department or said parties may be subject, except that neither the Entity (Subrecipient) nor any of its sub-contractors shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department or any of its officers, agents or employees.

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

All contracts entered into by the Department of Agriculture and Consumer Services or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

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

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

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

Mr. Charlie Marcus
Forest Management Bureau
3125 Conner Boulevard, Suite R-8
Tallahassee, Florida 32399-1650

All notices, demands, requests or other instruments to the Entity (Subrecipient) shall be addressed to:

Ms. J. Suzy Goldman
Seminole County Board of County Commissioners
1101 East First Street
Sanford, Florida 32771

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES**

CONTRACTOR

Mike Surban

Signature

Signature

Director of Administration

Title

Title

4-7-06

Date

Date

FEID Number of Social Security Number

EXHIBIT - 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
U.S. Department of Agriculture/U.S. Forest Service, CFDA #10.664 Cooperative Forestry Assistance
\$ 68,133.00 (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
\$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) –
\$ (amount)

DFS-A2-CL
July 2005

Rule 69I-5.006, FAC

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

URBAN AND COMMUNITY FORESTRY GRANT
MAINTENANCE MEMORANDUM OF AGREEMENT

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

WITNESSETH

WHEREAS, the Department desires to increase the general level of knowledge of the principles of urban and community forestry by awarding funds to the Entity (Subrecipient) for the establishment of a demonstration tree planting project as outlined in the Urban and Community Forestry grant application Number 05H2-46 and Grant Memorandum of Agreement (the Grant Agreement) attached hereto as Exhibit "1" and by reference made a part hereof;

WHEREAS, the Entity (Subrecipient) agreed in the Grant Agreement to maintain the project as described in the Grant Application;

WHEREAS, the Entity (Subrecipient) by Resolution desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, herein and in Exhibit "1", the Grant Memorandum of Agreement, the parties covenant and agree as follows:

- A. The Entity (Subrecipient) 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:

Right-of-way throughout the county.

Specifically, the Entity (Subrecipient) accepts the below listed responsibilities and duties:

- (1) All planting stock or replacement must be Florida Grade #1 or better.
- (2) Proper watering and proper fertilization of all trees/plants.
- (3) Keeping trees/plants as free as practicable from disease and harmful insects;
- (4) Proper mulching of trees and/or planting beds;
- (5) Keeping the premises free of weeds;
- (6) Mowing and/or cutting grasses to the proper length;
- (7) Proper pruning of all trees which includes; removing dead or disease parts of trees or (ii) pruning such parts thereof which present a hazard;
- (8) Removing and replacing dead or diseased trees/plants in their entirety, or removing and replacing those that fall below original Project Standards.
- (9) Following the Planting and Maintenance Guidelines as included herein as Exhibit A.

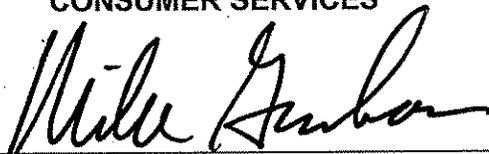
The Entity (Subrecipient) agrees to repair, or remove and replace at its own expense all or part of the project that falls below Project Standards. In the event any part or parts of the project, including all plants, must be removed and replaced for whatever reason, then they shall be replaced with the same grade, size and specification as provided in the original plans for the project. Furthermore, the Entity (Subrecipient) shall keep litter removed from the project area. The above named functions to be performed by the Entity (Subrecipient) shall be subject to periodic inspections by the Department. It is the intent of the parties that the Entity (Subrecipient) shall be the owner of the planting and other installations included and stipulated in the grant application comprising the project.

- B. The terms of this Agreement commence on the date of Certification of Acceptance and continue for a period of three (3) years.
- C. In the event this Agreement is terminated in accordance with the provisions provided in Exhibit 1, then the Entity (Subrecipient) shall refund to the Department a pro-rated portion of the grant award based upon the following schedule:
 - (1) If this agreement is terminated within one year of this agreement, 75 percent of the grant award;
 - (2) If this agreement is terminated during the second year of this agreement, 50 percent of the grant award;
 - (3) If this agreement is terminated during the third year of this agreement, 25 percent of the grant award.
- D. This Agreement, together with the Urban and Community Forestry 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.

Signed by parties to this agreement:

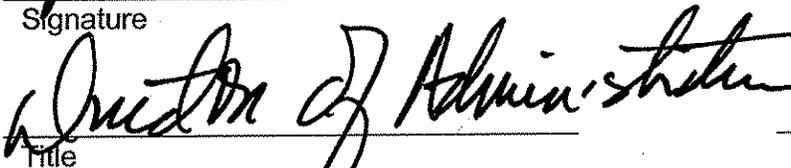
**DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES**

CONTRACTOR



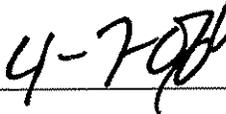
Signature

Signature



Title

Title



Date

Date

FEID Number of Social Security Number

EXHIBIT A

PLANTING AND MAINTENANCE GUIDELINES

A. Planting

Site factors which influence long-term survivability should be considered: overhead and underground utilities, sidewalks, sign conflicts, traffic visibility, light poles, right-of-way or site improvements, size of planting space/site, etc.

All planting stock or replacement stock must be Florida Grade #1 or better.

All synthetic or non-biodegradable material such as nylon rope, synthetic wrap, treated burlap, etc. must be removed from the root ball before planting. All biodegradable material should be removed from the upper 1/3 of the root ball. Precautions should be taken to eliminate any material from extending above the soil surface where it can act as a wick and dry the surrounding soil.

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

The planting hole should be at least 3-5 times the diameter of the root ball (where possible) and the same depth as the root ball.

Position the tree or palm in the center of the planting hole with the top of the root ball even with the surrounding soil surface.

Backfill with soil from the planting site, if it is not contaminated. All large rocks should be removed. When the hole is half full, slowly water to saturate the soil and remove air pockets, then continue to fill the hole with soil. It is not recommended that large amounts of organic matter be incorporated into the backfill. Rake the soil evenly around the entire planting area.

Water thoroughly to remove air pockets, secure the soil around the roots, and provide nourishment.

B. Mulching

Mulch an area at least three times the diameter of the root ball to a depth of 2-4" with wood chips, bark mulch, shredded mulch, leaves or pine needles. Keep the mulch several inches away from the tree or palm trunk.

Replenish mulch as it decomposes maintaining a 2-4" layer over the life of the project.

C. Staking

Stake only if necessary; for example, if the tree or palm will not stand on its own due to potential vandalism or strong winds.

Use flexible materials such as strapping or commercially available ties that give as the tree diameter increases and as the tree moves. Biodegradable material is recommended.

Do not use wire even if the wire is inside rubber hosing.

Stakes and ties should remain on the trees no longer than one year to avoid girdling.

BID NUMBER: RFP/DF-05/06-62

OPENING DATE: DECEMBER 30, 2005 @ 2:00 P.M.
ATTACHMENT D (CONTINUED)

PROJECT DESCRIPTION

(Two page limit, #12 font, single-space)

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

(include information that will support the evaluation criteria listed on page 12-13 of this RFP)

Demonstrated Need:

Seminole County was affected by all three hurricanes that struck the Florida peninsula in 2004. Charley, Frances and Jeanne all caused damage to the County's parks and the landscaping within. Hurricane Charley moved across the state from the gulf bringing 145 miles winds, Frances and Jeanne both coming from the east brought tremendous rain causing significant flooding. All three storms destroyed and damaged trees along the County's right of ways adjacent to both state and county roads. Since the hurricane, County staff has only been able to provide remedial maintenance and removal of most of which was to ensure safety along the roadways. The proposed project will be the first step in restoring the tree population along the roadways.

Elements of the project will include installation of trees along County right of ways where trees were lost and near the Black Hammock area. The County will also replace trees through the county maintained medians and shoulder locations. The total number of tree to be planted is expected to be well over 500.

The County has provided a site location map, detailed cost estimates for all work to be done, pictures of damage with new tree planting sites shown throughout and a resolution demonstrating the County's commitment to the project and fulfilling all the grant requirements.

Well-Defined Goals and Objectives:

The goal of the project is to replace trees along the County's roadways that were lost during last years storms. With damage from the storm affecting almost every part of the County's infrastructure current funding to restore the tree population is limited. The County's ability to replace lost trees will be significantly enhanced with the recipient of additional funding. The project will not only complete needed maintenance on stumps located in medians and shoulders but will more importantly begin introducing new trees back into the County's natural communities.

All work to be done in connection with this project will take place on right of ways and medians maintained by Seminole County. The County will continue to maintain County Roads based on already established guidelines that have been approved by the Board of County Commissioners. State Roads that are part of the project will be managed in accordance with maintenance agreements between the County and the Florida Department of Transportation.

Technical Correctness:

The project will be the responsibility of the County's Roads/Storm Water Division. County staff will work with private contractors in completing the project. All work will be done using recognized planting and safety standards. In addition the project will be completed within FDOT Road and Design Standards 544, 546 and 700. All trees will be native and receive intense maintenance during the initial growing period.

- then what happens

Cost-Effectiveness:

The County will employ contractors to provide the necessary labor needed for site preparation, planting and maintenance. Landscaping firms that have been selected through competitive bidding will provide these services to the County. In order to take all cost saving measures County staff will be used when possible to allow for a larger percentage of the funding to be used for purchase of trees. The County has put a high priority on replacing trees along its roadways. As some of the most heavily traveled and highly visible areas in Seminole County, replanting along the roadways will immediately be a tremendous sign of the communities' ability to rebound from multiple natural disasters.

All funds used in completing the project will come from a combination of County transportation funds and sales tax revenue.

The costs associated with the project have been obtained through quotes from contractors selected by the County. These quotes have been included as part of the application

EXHIBIT B

BID NUMBER: RFP/DF-05/06-62

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

ATTACHMENT E BUDGET

Activity: Tree Replacement

Specific Description: Removal and replacement on right of ways, medians of the County roads

SUMMARY OF COSTS

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

	Requested Grant \$ I	Local Match \$ II
Contractual costs		
Personnel costs		
Travel costs		
Equipment costs		
Supplies costs		
Operating costs		
Tree costs	<u>175,000 68,133</u>	<u>58,587 34,067</u>
Overhead costs		
Total Requested Grant (I) \$	<u>68,133</u>	
Total Matching Costs (II) \$		<u>34,067</u>
Total Program Costs (III) \$	<u>233,587 102,200</u>	

100%

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

175,000

75

% Grant request

58,587

25

% Local match

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

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

County Seminole County

Describe the Specific Location of the Project: Right of way throughout the County specific locations designated on location map.

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

J. Suzy Goldman, Director of Library and Leisure Services.

Who has Maintenance Responsibility for the Project after Completion? Seminole County Board of County Commissioners

Is the Land Ownership Public or Private?: Public

Name of Landowner: Seminole County Board of County Commissioners

Project Title: Open Space Reforestation

Applicant Name: Seminole County Board of County Commissioners

BID NUMBER: RFP/DF-05/06-62

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

ATTACHMENT E (CONTINUED)
BUDGET

Please note: All proposals must include a detailed itemized budget summary which lists all anticipated expenditures and explains all project costs. Proposals for site specific demonstration tree planting projects must list the quantity, species, and approximate size (container size, or caliper and height) of trees to be planted.

IMPORTANT: THIS FORM MUST BE USED. PROPOSERS NOT USING THIS FORM WILL BE RULED INELIGIBLE

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<u>Contractual</u> (Description)				
<u>Personnel</u> (list titles or positions)				
<u>Travel</u>				

mentioned using contractual & county staff, but didn't show any budget costs.

BID NUMBER: RFP/DF-05/06-62

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

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

BID NUMBER: RFP/DF-05/06-62

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

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

BID NUMBER: RFP/DF-05/06-62

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

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<u>Operating Costs</u> (list)				
<u>Trees</u> (list species and size)				
Tree Installation (medians)	532	220,425 (186,200)	cost per tree - 414.33 max. allowed 350/tree	
Tree Installation (Black Hammock)	52	13,162 cost 253 12/tree	(should be shown under contracted?)	
Overhead**			*	
Total	584	233,587	175,000	58,587

not identified but are on photos

are we to assume that price includes contracted plants?

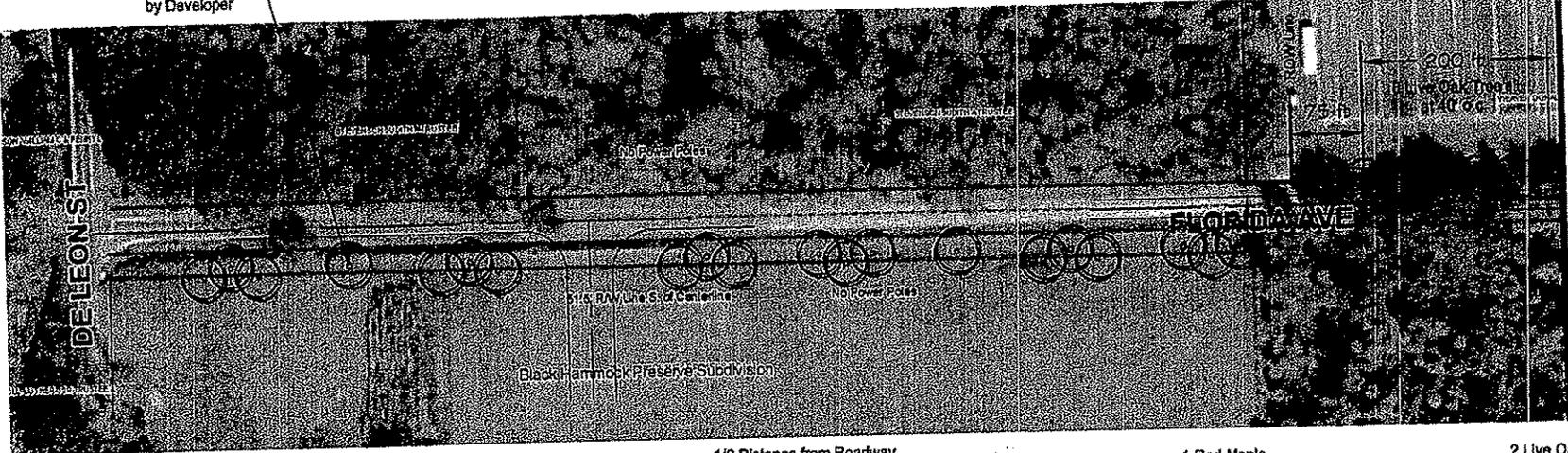
* Grant dollars may not be used to purchase food as supplies.
 ** Overhead costs up to 5% of total project cost may only be used as a matching cost, grant funds may not be used for overhead costs.

Live Oak
 Red Maple
 Bald Cypress
 Sabal Palm

(199,362) 132,908 (66,454)

1/2 Distance from Roadway
Edge of Pavement
to OHP Lines OR 10 R MIN

Future Live Oaks
by Developer



Matchline A

Live Oak Tree
at 40' o.c.

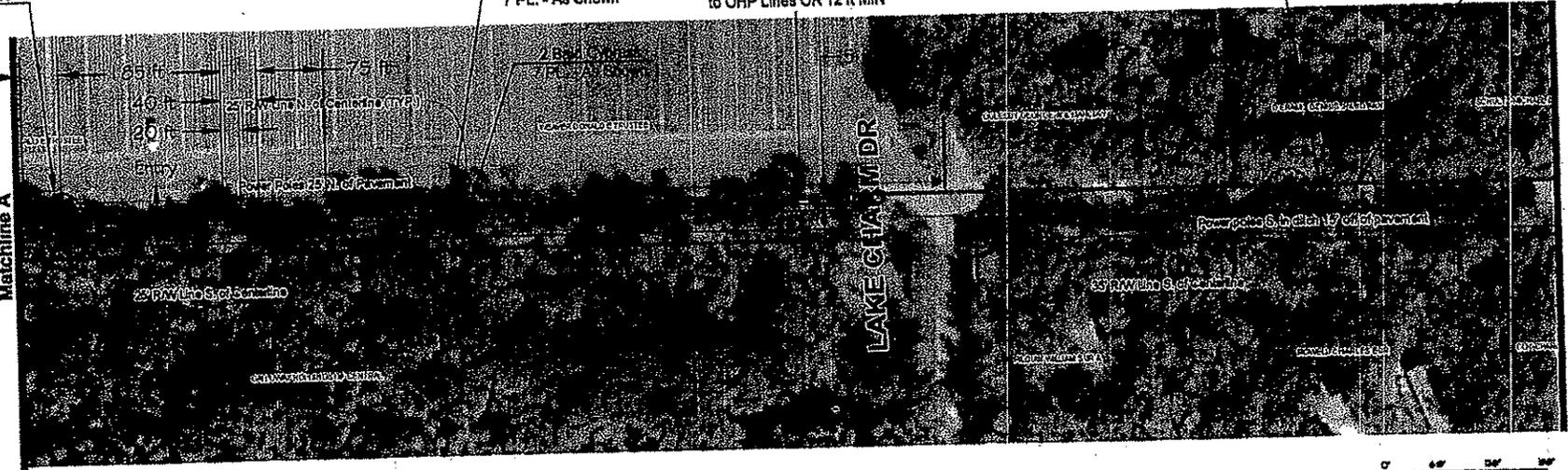
40 ft

1 Red Maple
7 PL. - As Shown

1/2 Distance from Roadway
Edge of Pavement
to OHP Lines OR 12 R MIN

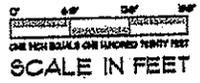
1 Red Maple
Flagged in Field

2 Live Oaks
Flagged in Field



Matchline A

Matchline B



1 Red Maple
Flagged in Field

2 Live Oaks
Flagged in Field

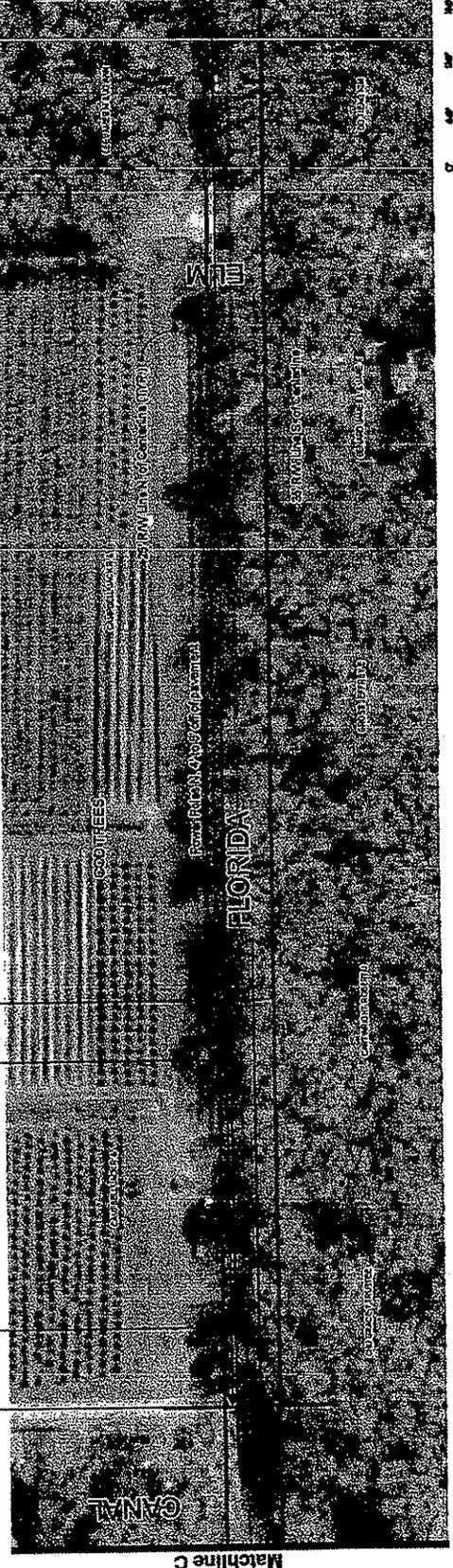


Matchline C

Matchline B

100 ft
11 Cabbage Palms
at 30' o.c.

12' from Roadway
Edge of Pavement



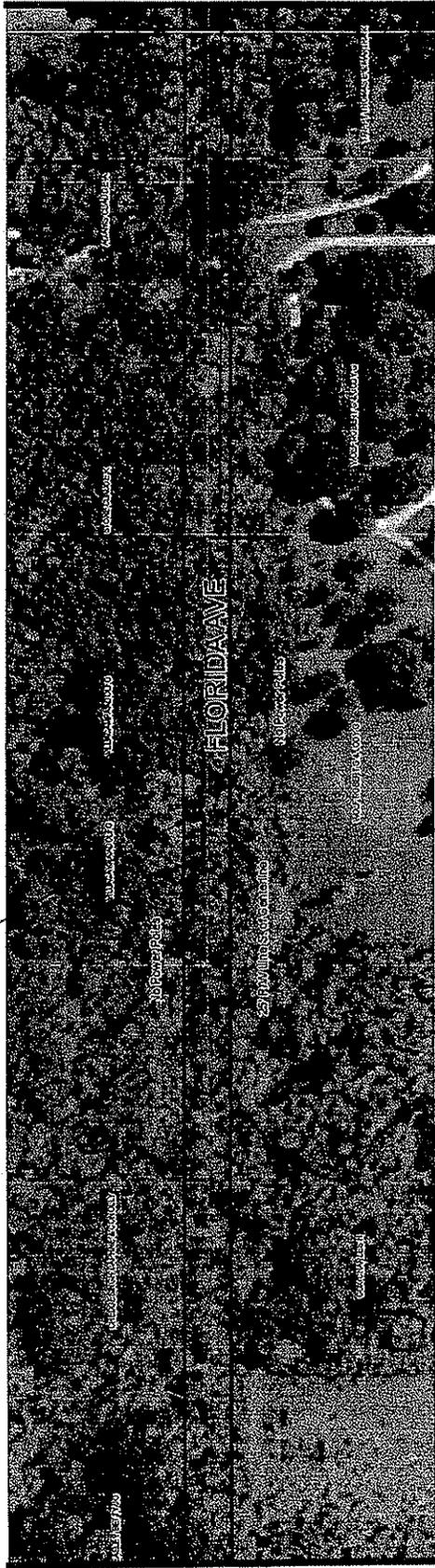
Matchline D

Matchline C



SCALE IN FEET
1" = 40'

1 Red Maple
Flagged in Field



SCALE IN FEET
0 100 200 300 400 500
ONE INCH EQUALS ONE HUNDRED FEET

FLORIDA AVENUE
LANDSCAPE PLAN

D. Pruning

At the time of planting, only dead, damaged, rubbing or cross braches or fronds should be removed.

Remove sucker sprouts from the base of the tree after planting.

Corrective/structural pruning can begin approximately one year after planting. Do not remove more than 1/3 of the live crown during one growing season.

E. Watering

Establish a regular watering schedule and follow it. Slow deep watering is recommended.

Additional water may be needed during hot or dry periods.

As tree or palm growth progresses, be sure to water outward (away from the trunk) to the surrounding soil area. This will promote the outward growth and spread of roots.

Various species of trees or palms and/or soil types may require varied degrees of watering. Soil moisture and tree health should be monitored and irrigation adjusted accordingly. Non-irrigated sites need to be monitored more closely.

F. Fertilizing

Begin a fertilization program within the first year of planting. Broadcast fertilizing or fertilizer plugs/stakes are recommended.

Fertilize lightly after the first year using a balanced fertilizer (rates should be based on the size of the tree or palm and any special nutrient requirements).

If micronutrient deficiencies are suspected, have a soil test completed and supplement the fertilization program accordingly.

Resolution No. 2005-R-233

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 20TH DAY OF DECEMBER A.D., 2005.

WHEREAS, trees provide both aesthetic and environmental benefits to Seminole County; and

WHEREAS, the Division of Forestry, which is within the Florida Department of Agriculture and Consumer Services, has established a grant program to provide monies for eligible local governments to fund forestry programs; and

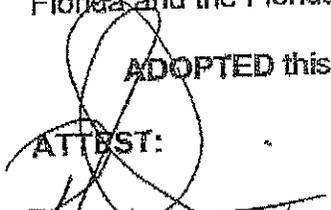
WHEREAS, Seminole County desires to apply for an Urban and Community Forestry Grant which would provide monies in which to help fund the forestry maintenance program; and

WHEREAS, Seminole County wishes to enter into an Urban and Community Forestry Grant Memorandum of Agreement between Seminole County, Florida and the Florida Department of Agriculture and Consumer Services.

NOW, THEREFORE, be it resolved that the Board of County Commissioners hereby authorizes and directs the County Manager to enter into an Urban and Community Forestry Grant Memorandum of Agreement between Seminole County, Florida and the Florida Department of Agriculture and Consumer Services.

ADOPTED this 20th day of December 2005.

ATTEST:


Maryanne Morse, Clerk to the
Board of County Commissioners
in and for the County of Seminole,
State of Florida


Carlton Henley, Chairman
Board of County Commissioners
Seminole County, Florida

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 transaction (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 (d)(2) from an employee of otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. 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 (d)(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 satisfactorily 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), (d), (e), and (f).

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

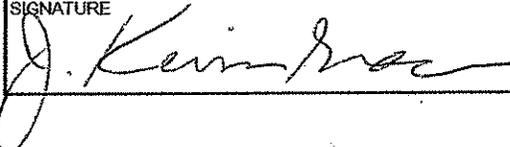
Place of Performance (Street address, city, county, state, zip code)

Seminole County

Florida 32771

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 certifications.

NAME OF APPLICANT Seminole County	PR/AWARD NUMBER AND / OR PROJECT NAME Open Space Reforestation
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE J. Kevin Grace, County Manager	
SIGNATURE 	DATE 12/21/05

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE 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. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

BID NUMBER: RFP/DF-05/06-62

OPENING DATE: DECEMBER 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 thirty (30) one sided pages, including attachments. All attachments must be 8 1/2" X 11", except any attached sketches, plans and maps which must be no larger than 2' X 3' and folded into 8 1/2" X 11". **Six (6) copies (one copy with original signatures and (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., December 30, 2005 at:**

Department of Agriculture and Consumer Services
Purchasing Office - U&CF - 2005 HURRICANE SUPPLEMENTAL PROPOSAL - PART 2
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: Open Space Reforestation

Proposer Name: Seminole County Board of County Commissioners

Name and Title of Contact Person: J. Suzy Goldman, Director of Library and Leisure Services

Address: 1101 East First Street, Sanford, Florida

Zip: 32771 Phone: (407) 665-7490

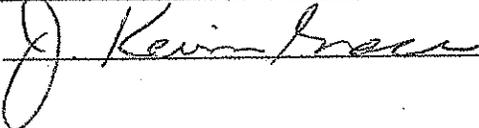
Is your organization a Nonprofit corporation pursuant to Chapter 617, Florida Statutes?
Yes No

FEID Number 59-6000856

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: J. Kevin Grace

Title: County Manager

Signature:  Date: 12/21/05