14		
item	#	15
110111	$\boldsymbol{\pi}$	10

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Urban and Community Forestry Grant Agreement
DEPARTMENT: Fiscal Services DIVISION: Grants Administration
AUTHORIZED BY: Lisa Spriggs CONTACT: Jennifer Bero EXT. 7125
<b>y</b> ,
Agenda Date 12/20/05 Regular ☐ Consent ⊠ Work Session ☐ Briefing ☐
Public Hearing – 1:30 🔲 Public Hearing – 7:00 🗌
MOTION/RECOMMENDATION:
Approve and authorize Chairman to execute the grant agreements with the Florida Department of Agriculture and Consumer Services in acceptance of the Urban and Community Forestry Grant, and approve the budget amendment request to establish a

### **BACKGROUND:**

budget for the reimbursement.

On 6/14/05, the Board of County Commissioners authorized submittal of an application to the Florida Department of Agriculture and Consumer Services for the Urban and Community Forestry Grant. Seminole County was awarded \$81,900. Please authorize the chairman to execute the grant agreement securing our participation in the grant program; and the budget amendment request for establishing a budget for the reimbursement of hurricane related costs, including removal of hazardous tree limbs and replacement of downed trees.

[Dept Contact: Suzy Goldman (407) 665-1605]

Reviewed by
Co Atty
DFS:
Other:
DCM:
CM:
File No. CFSA02

2005-R-	BUD	GET AMENDMEN	NT REQUEST	DFS Recomi	nendation
TO:	Seminole Co	ounty Board of Co	unty Commissioners	B Segal Analyst	11/28/05 Date 1
FROM:	Department	of Fiscal Services		Yan	Proprioz
SUBJECT:	Budget Ame Department:	endment Resolut Library & Leisur	ion	Director	Date  Z 205  Date
PURPOSE:	Federal Gra	nt for forestry proj care of trees and	ance of the Urban and jects that improve our related plant materia 2004/05 tree removal	communities thats. The 25%	rough match
ACTION:	Approval and Resolution.	authorization for	the Chairman to execu	ite Budget Amer	ndment
In accordance the County bud	with Section 129 Iget be adjusted	0.06(2), Florida Statut by the amounts set fo	es, it is recommended tha	t the following acco	ounts in
Sources:					
Account Num		Project #	Account		Amount
11917.331700.			Library & Leisi Grants (Feder		81,900
Total Sources					\$81,900
Uses:					
Account Numi		Project #	Account	Title	Amount
11917.043813.	530460		Repair & Main	tenance	81,900
Total Uses		4994			\$81,900
	BU	JDGET AMENDM	ENT RESOLUTION		
adopted at th	e regular meet	ting of the Board o	the above requested but f County Commissioner as reflected in the m	s of Seminole C	ounty,
Attest:					
			By:		
Maryanne Mo	orse, Clerk to	the	Carlton F	lenley	
Board of Cou	ınty Commissi	oners	Chairmar		
Date:	THE PROPERTY OF THE PROPERTY O		Date:	<u>-,. ,                                    </u>	

H:\OM\Omb\AGENDA\Agenda Items By Date\05-06 Agenda\Dec 20,2005\Budget\LLS Forestry Grant.Doc

Entered by County Finance Department

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

FDACS CONTRACT #

This agreement, made and entered into this the		. 20	bv
and between the STATE OF FLORIDA DEPARTMENT			_ ~ J
SERVICES, an agency of the State of Florida, hereinaft	er called the "Departme	ent" and the Semino	ole
County Board of County Commissioners, hereinafter ca	lled the Entity (Subrecip	pient).	
		•	

### **WITNESSETH**

WHEREAS, the Department desires to increase the application of the principles of urban and community forestry by granting funds to the Entity (Subrecipient) for the purpose as outlined in grant application Number <u>05H-150</u>, included herein as Exhibit A and by reference made a part hereof:

WHEREAS, the Catalog of Federal Domestic Assistance (CFDA) number is 10.664;

WHEREAS, the Department and the Entity (Subrecipient) are of the opinion that the citizens of the state would benefit from the implementation of urban and community forestry projects that improve our communities through the proper care of trees and related plant materials;

WHEREAS, the Department has awarded the Entity (Subrecipient) an urban forestry grant for the specific project set forth in the U&CF Grant Application Number <u>05H-150</u>, hereinafter the "project";

WHEREAS, the Entity (Subrecipient) by Resolution No. <u>2005-R-107</u>, dated <u>June 14</u>, <u>2005</u>, has indicated its support of the grant application and authorized its officers to execute this Agreement on its behalf:

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

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

- C. The Entity (Subrecipient) shall complete the project by September 30, 2007 as set forth in the Urban and Community Forestry Grant Application Number <u>05H-150</u> approved by the Department on September 2, 2005, during which time the grant shall continue in effect. Criteria for the project is set forth therein. The final date by which such criteria must be met for completion of this agreement is September 30, 2007.

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

D. The Entity (Subrecipient) has estimated the project cost to be \$109,200 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 \$81,900 or seventy five percent

(75%) of the final approved project costs, whichever is less (the "Grant Amount"). The Grant Amount is limited to only those items which are directly related to this project as described in Exhibits "A" and "B". Project costs incurred as of October 13, 2004, are eligible for reimbursement. Project costs for which the applicant has already received reimbursement from any other source are not eligible for funding under this grant. FEMA or other federal funds can not be used to match funding received under this grant.

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

No more than 75 percent of the Grant Amount will be paid to the Entity (Subrecipient) prior to Certification of Acceptance by the Department. The final payment shall not be made until Certification of Acceptance is received from the Department. For installed plant materials, a sixty (60) day grow-in-period will be required after project completion. Certification of Acceptance by the Department may be requested sixty (60) days after project completion. Upon receipt of the Certification of Acceptance, the Entity (Subrecipient) may submit an invoice for final payment. The Entity (Subrecipient) must submit the final claim for reimbursement to the Department on or before November 15, 2007.

- (1) Purchases of \$2,500 to \$25,000 shall be carried out documenting two or more written quotations or written record of telephone quotations or informal bids to be opened upon receipt, whenever practical. Competitive sealed bidding is required for all purchases exceeding \$25,000. Justification must be provided for a sole source award or for an award to a vendor other than the vendor submitting the lowest bid or quote.
- (2) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, and bills for travel expenses specifically authorized by this Agreement shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes.
- (3) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include all records of the costs of the Entity (Subrecipient) and subcontractors considered necessary by the Department for a proper audit of the project.
- (4) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida

- Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
- (5) The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- E. The Entity (Subrecipient) agrees to maintain plant materials established as a part of the project for a period of three years and enter into an agreement which designates and sets forth the duties and responsibilities of the parties in maintaining the project.
- F. The Entity (Subrecipient) agrees to submit to the Department an interim report on project accomplishments **quarterly** (December 31, 2005, March 31, 2006, June 30, 2006 and September 30, 2006) and a final report summarizing project accomplishments as a prerequisite to final acceptance by the Department. Failure to submit a required report or submission of an unsatisfactory report is sufficient grounds for termination of this agreement according to the provisions of Section 7(b). The Entity (Subrecipient) upon project completion shall submit a news release to local newspaper media highlighting the successes of the project.
- G. This Agreement may be terminated under any one of the following conditions:
  - (1) The Department of Agriculture and Consumer Services shall have the right of unilateral cancellation for refusal by the Entity (Subrecipient) to allow public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
  - (2) By the Department, if the Entity (Subrecipient) fails to perform its duties under this Agreement, following thirty (30) calendar days written notice by the Department.
  - (3) By either party following sixty (60) calendar days written notice.
  - (4) By both parties following the complete execution by both parties of an agreement to terminate this Agreement.
  - (5) Notice to Entity (Subrecipient): The Department shall consider the employment by any Entity (Subrecipient) of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this agreement.
- H. Notwithstanding any provision of this Agreement to the contrary but subject to Subparagraph 7(b), in the event this Agreement is terminated before the Department has paid the Entity (Subrecipient) the entire Grant Amount, then the Department agrees to pay the Entity (Subrecipient) the entire Grant amount, if the project has been completed. If the project has not been completed, the Department shall pay to the Entity

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

- I. Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Department.
- J. As applicable under Florida Statute 768.28, each party will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of such party or any of its officers, agents or employees.
- K. The Entity (Subrecipient) certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for participation in this grant program by any Federal department or agency.
- L. This Agreement, together with any Maintenance Agreement, if executed, embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not superseded hereby.
- M. This Agreement may not be assigned or transferred by the Entity (Subrecipient), in whole or in part without the expressed written consent of the Department.
- N. This Agreement, regardless of where executed, shall be governed by and construed in accordance with the laws of the State of Florida.
- O. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt requested, or by telex (FAX) or telegram:
  - (1) If to the Department, address to Program Coordinator, 3125 Conner Boulevard, Suite R-8, Forest Management Bureau, Tallahassee, Florida 32399-1650 or at such other address the Department may from time to time designate by written notice to the Entity (Subrecipient);
  - (2) If to the Entity (Subrecipient) addressed to:

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

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

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

P. Time is of the essence of this agreement.

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

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

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

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.
- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, F.S., applicable rules of the Executive Office of the Governor, rules of the Chief Financial Officer, and Chapter 10.600, rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state funds received from this Department resource, except that state financial assistance received by a Nonstate entity for federal financial assistance and state matching requirements shall be excluded from consideration.
- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and (2) conducted by an independent auditor in accordance with auditing standards as stated in rules of the Auditor General.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- E. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency.
- F. Each state awarding agency shall:

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

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

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

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

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

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

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

Entities (Subrecipients) providing goods and services to the Department should be aware of the following time frames. Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice was received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850)488-2020 or Purchasing Office at (850) 488-7552. Invoices which have to be returned to an Entity (Subrecipient) because of Entity (Subrecipient) preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the department.

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

The Entity (Subrecipient) is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Entity (Subrecipient) is informed that the Department shall consider the employment by an Entity (Subrecipient) of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this agreement.

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

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

BY:	STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  Director Division of Administration  SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS Name of Entity (Subrecipient)
BY:	
TITLE:	

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

#### 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 confidential indication included in the regulation below is uniquelling this from provides for compliance with certification requirements under 34 CHR Pert 82, "New Restrictions on Lobbying," and 34 CHR Pert 85, "New Restriction on Lobbying," and 34 CHR Pert 85, "New Restriction on Lobbying," and 34 CHR Pert 8

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Obte, and implementable of 34 CER Part 82, for persons criticing into a grant or cooperative agreement over \$100,000, as defined at 34 CER Part 82, Sections 82.105 and 82.110, the applicant certities that:

- (a) No Finteral appropriated funds have been point in will be post, by or on botton of the undersigned, to any parson for influencing or aborigingly influence an officer or employee of any agency. a Member of Congress, on officer or employee of Congress, on an employee of Congress, on an employee of Member of Congress, in officer or employee of congress, on an employee of Member of Congress, in other and the entering in third any exaperation agreement, with the extension, is entirely also prevented, and the extension about periods great or congression of any Federal great or congression agreement.
- (b) If any hards other from 1 ederal appropriated hards have been part or will be paid to any person for influencing or alternating to influence an officer or employee of any agency a shorteer of Congress, or an employee of Congress, or an employee of a Monteer of Congress in connection with this Pentient great in examinating the uniterstiquent shall complete and submit Standard Form 111. "Disclosum Form to Region 1 othering," in accordance with the instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all substracts at all tiers (including subgrands, contracts under grants and compensative agreements, and substracts) and that all subrectpants shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Onter 12549 Debarrant and Suspension, and implemented at 34 O R Part 85, for prespective participants in princip 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 determined, declared implicities or returnishing socialised from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been connected of or had a credip algement rendered against them for commission of traud or a criminal offense in connection with obtaining, attempting in obtain or proforming a public (Ferland State in local) brancaction or contract uniter a public transaction; students or if Federal or State antifrust statuties in contraction of the ferral of the figure buttery (distinction or testing the ferral or transaction or testing false statements, or reveicing statements.

- (c) Are not presently indicted for or otherwise oriminally or civilly charged by a presentational mility (Federal State or local) with commission of any of the otherwise enumerated in peragnaph (2)(b) of this contribution; and
- (d) I love not within a time year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and
- 14 where the applicant is implie to certify to any or the state ments in this exhibitation, he or sine 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 Pert 85, Subpart F, Fr grantees, as detimed at 34 CFR Pert 85, Sections 85,605 and 85,610 -

- A. The applicant certains that them or will continue to pervide a drug free exceptions by:
- (a) Publishing a statement untifying employees that the untowful managedure, distributed, dispensing, plescession, of use of a committed authorized is pachibited in the granted several ending the scheme and specifying the actions that will be taken applied surgices for exclusion of such profibilities.
- (b) Fstablishing an outpling drug fine assurines (maganito) inform employees about.
- (1) The derigers of drug abuse in the workplace,
- (2) The grantee's policy of maintaining a drug-free workplace;
- (1) Any controls that mansating relabilitation and engineer assistance programs; and
- (4) The penalties that may be impresed upon employees for drug abuse violations consuming in the workplace;
- (c) Making it a requirement that each employee to be expagned in the partermance of the grant be grown a copy of the statement required by paragraph (a)
- (d) Notifying the employee in the statement required by peragraph (a) that, as a condition of employment under the grant, the
- (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 dusy states recording in the exceptage on later than five calcular days after and execution.

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

- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or 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 satisfactority 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

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.

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
Park Tree Remediation

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

J. Kevin Grace, County Manager

SIGNATURE

DATE

DATE

ED 80-0013

12/98

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

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

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

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

If you have any questions, please see ATTACHMENT J, "Division of Forestry District/Center Contacts" PROPOSER INFORMATION (Please Print or Type) Park Tree Remediation Project Title: Seminole County Board of County Commissioners Proposer Name: Name and Title of Contact Person: J. Suzy Goldman, Director of Library and Leisure Services 1101 East First Street, Sanford, Florida Address: , 665-7490 407 Zip: 32771 Phone:(\_ Is your organization a Nonprofit corporation pursuant to Chapter 617, Florida Statutes? 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. J. Kevin Grace Authorized Executive Officer: County Manager Date: 6-17-05 Signature:

# OPENING DATE: JUNE 30, 2005 @ 2:00 P.M. EXAMPLE (CONTINUED) PROJECT DESCRIPTION

(two page limit)

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

### **Demonstrated Need:**

Seminole County was affected by all three hurricanes that struck the Florida peninsula in 2004. Charley, Frances and Jean 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 Jean both coming from the east brought tremendous rain causing significant flooding. All three storms destroyed and damaged trees throughout the County's 1500 acres of public parks and trails.

The primary elements associated with the project will include debris removal, exotic vegetation removal, repairing damaged trees and replacing those trees, which were lost. These activities will occur at over 20 different parks all owned by Seminole County.

The County has provided site location map, detailed cost estimates for all work to be done, pictures of damage on the park sites and a resolution documenting the County's commitment to the project and fulfilling all the grant requirements

### **Well-Defined Goals and Objectives:**

The project will allow the County to restore its tree population and canopies within its public parks. The project will include work throughout almost 20 public parks, open spaces and trail sites. Restoring the tree canopies at the parks is important because of the high levels of use these sites receive. In addition to enhancing the natural landscape the trees provide shade for users at the recreational site. Without shade, many activities are not attractive as hot temperatures and extreme sunshine deter many potential park users. Overall this project will allow the County to complete the necessary clean up and mitigation activities from last year's storms.

The project sites are all controlled by Seminole County through its Parks and Recreation Division. The management of these sites which in addition to annual maintenance, includes activities to enhance the County's urban forest.

### Technical Correctness:

The project will be the responsibility of the County's Parks and Recreation Division. Division staff will work with private contractors in completing the project. Such projects as the bamboo removal will be done with supervision from a ISA certified arborist. Examples of the use of certified professionals are documented in the cost estimates included in the application. All work will be done using recognized ISA and safety guidelines and standards. All trees will be native and most planting sites have an irrigation system for effective watering.

### **Cost Effectiveness:**

County staff will use landscaping firms that have been selected through competitive bidding to provide services to the County. These companies have provided the County with cost estimates for the work being proposed. In addition the \$70,000 in work already completed was accomplished using licensed landscaping crews. County staff will be used when possible to reduce the costs-associated with the project. The County believes that using these funds within the parks system will be the most effective because of the site's high number of users and visibility.

All funds used in completing the project will come from the County's general revenue fund with the necessary match already appropriated or spent from the Parks and Recreation Budget.

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.

Tree City USA Certification (current as of 2003): N/A

Tree City USA Growth Award (current as of 2003):

Other Information to Support Approval of this Project:

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

Activity:		:		
Specific Description:				
SUMMARY OF COSTS	(A 75/25 match on b Requested Gra		ooser is require Local Match \$	
- · · · · · · · · · · · · · · · · · · ·	5		5 <del>5,262.50</del>	27,300    27,300
Total Program Costs (III)  Add columns I and II for total II	1009	10-1. 200		
75  A budget, detailing all costs	_% Grant request identified above mu	25 st be attached.		_%Local match
PROJECT LOCATION INFOR			mplete where	applicable)
County <u>Seminole</u>				
Describe the Specific Location included.	of the Project: Variou	s county parks a	ind open spac	es. Site location map
Who has Responsibility for Ove Director of Library and Leisure		ementation (nam	e and title)? <u>J.</u>	Suzy Goldmen,
Who has Maintenance Respon Commissioners	sibility for the Project	after Completior	n? <u>Seminole C</u>	ounty Board of County
Is the Land Ownership Public o	or Private?: Public			
Name of Landowner: Seminole	County Board of Co	unty Commissio	<u>ners</u>	
Project Title: Park Tree Remed	iation			

Applicant Name: Seminole County Board of County Commissioners

# BID NUMBER: RFP/DF-04/05-99 OPENING DATE: JUNE 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 (\$)
Contractual (Description)  Tree Maintenance & Removal  Stump Removal  Exotic Removal	Approx. 1,500 Acres	126,200.00 4,100.00	81, 900 <del>120,900.00</del> 4,100.00	<del>5,300 -</del> 27,300
(Bamboo) Prescribed Burning	1 200/trees	72,000.00 18,750.00	50,000.00	18,750.00
Personnel (list titles or positions)				
Travel				·

BID NUMBER:	RFP/DF-04/05-99	OPENING DATE:	JUNE 30, 2005 @ 2:0	0 P.M.
Supplies* (list items)				
(list items)				
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BID NUMBER: RFP/DF-04	/05-99 C	PENING DATE:	JUNE 30, 200	5 @ 2:00 P.M.
				- C 1 11111

Operating Costs (list)	,			
(list)				
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Trees			_	
<u>Trees</u> (list species and size)				
size)				
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		:		
Overhead**			*	
Total			165,787.50	5 <del>5,262.5</del> 0

81,900

27,300

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.

### Forestry Grant input.... \$ 60,300

### Red Bug Lake Park - \$ 13,000.00

Trim deadwood (hangers), raise canopy all tree for security and stump removal

This project was broken down into two phases

Phase I – Eastern side of park from tennis courts to the softball fields (\$ 6,000.00)

Phase II – Western side of park pavilion, playground area of park near lake (\$ 7,000.00)

(See attached quote)

### Stump Removal - \$ 4,100

To remove 80 stumps in various park locations

(See attached quote)

### Lake Mills, Black hammock Trailhead, Overlook Park and Cross Seminole Trail-\$ 11,200.00

Selective removal of downed and dangerous trees as outlined in the attached.

(See attached quote)

### • Sylvan Lake Park - 32,000.00

Selective tree removal of downed and dangerous trees along with trimming out broken limbs in otherwise health trees. (Similar work was done at Lake Mills Park of which Sylvan Lake Park is comparable is size and tree coverage.)

Pricing for this work is based pricing for similar work done after the Hurricanes of 2004.

(See attached pricing list)



### AAA TREE SERVICE OF CENTRAL FLA. INC. 5640 WAYSIDE DRIVE

SANFORD FL. 32771



STUMP CRINDING

COMPLETE TREE SERVICE

LOT CLEARING

CABLING

CAVITY WORK

DIAGNOSIS

SEMINOLE COUNTY 3600 RED BUG LAKE ROAD CASSELBERRY FL 32707

695-7113 FAX 695-8945 DATE

PHONE

TICKET

PROPOSAL

11/05/04 CONTACT

IOBSITE

RED BUG LAKE PARK

PAUL

STEMEX **FUNGISOL** PRASE I- TRIM DEADWOOD AND RAISE ALL TREES FOR SE-\$6000.00 TRIMMING CURITY AND TO ENHANCE AESTHETIC APPEAL PHASE II—TRIM, DEADWOOD AND RAISE ALL TREES FOR SECURITY AND TO ENHANCE AESTHETIC APPEAL \$7000.00 TRIMMING GRIND STUMP Jew Sida FRICK STUMPS

ESTUMATE DOUS NOT INCLUDE STUMP REMIONAL UNIVES SPECIFIED ABOVE, STUMP ORINDRINGS WILL NOT BE HALLED UNLESS SPECIFIED—WOOD LEFT AT CUSTIMARES REQUEST WILL NOT BE SELT UNLESS SPECIFIED

RETRIM / RETREAT DATE

TOTAL COST:

WE ACCEPT:

MASTERCARD

VISA

DISCOVER

THANK YOU! FOR CHOOSING AAA TREE SERVICE OF CENTRAL FLORIDA INC. FOR YOUR TREE CARE NEEDS.

Red Bug Lake	Mullet Lake	Big Tree	Kewannee	Winwood Center	Winwood	Bookertown	Midway	Roseland	Greenwood	Sunland	Jamestown	Overlook	Soldiers' Creek	Park
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									5		4		1	-28" 30"-39" 40"-48"
									_	_				52"
														60"

total

89

Oviedo		· · · · · · · · · · · · · · · · · · ·	
Contractor shall remove downed and standing along the west bank of the slough that runs a	g trees, as identified i	n the field on May 16	, 2005,
must be removed from the site and legally disp	posed.	- Очепоок-Рагк. А <u>І</u> Гт	atenals
Cross Seminole Trail			:
N. Lake Jessup Ave. to SR 434 Oviedo			
Contractor shall remove and dispose of on	e (1) downed tree a	s marked along the	Cross
Seminole Trail, between N. Lake Jessup Ave.	and SR 434, as ident	ified in the field on M	lay 16,
2005.			<del>-</del>
General Conditions:			
Contractor will perform all work in such a man the residents of the area, and park or trail users	ner as to provide a m	inimum of inconvenie	nce to
Contractor will leave the work area and adjace	cent areas free of an	v accumulated rubbis	h and
surplus rubbish and surplus materials, unless o	therwise noted.	, accamado rabbio	
All wood and other debris not accepted as firew	ood for the campgrou	nd at Lake Mills Park	will be
the property of the contractor and be disposed	of in accordance to loc	al laws and ordinance	s.
	Unit Price	Total Cost	
			į
Lake Mills Park	:150 no/hc	. 1000	
1. Cut nine (9) and remove eight (8) trees.	\$250.00/hr	\$ 1000	:
	\$250.00/hr \$250.00/hr	\$ 1000 \$ 1000	
Cut nine (9) and remove eight (8) trees.     Cut and remove eight clumps of bamboo.  Black Hammock Trailhead			
Cut nine (9) and remove eight (8) trees.     Cut and remove eight clumps of bamboo.  Black Hammock Trailhead     Removal of vegetation along drainage swale.	\$ 250.00/hr \$ 250.00/hr	\$ 1000 \$ 2500	
1. Cut nine (9) and remove eight (8) trees.  2. Cut and remove eight clumps of bamboo.  Black Hammock Trailhead  1. Removal of vegetation along drainage swale.  2. Removal of trees along east fork of CST.		\$ 1000	
Cut nine (9) and remove eight (8) trees.     Cut and remove eight clumps of bamboo.  Black Hammock Trailhead     Removal of vegetation along drainage swale.	\$ 250.00/hr \$ 250.00/hr	\$ 1000 \$ 2500	
1. Cut nine (9) and remove eight (8) trees.  2. Cut and remove eight clumps of bamboo.  Black Hammock Trailhead  1. Removal of vegetation along drainage swale.  2. Removal of trees along east fork of CST.  Overlook Park	\$ 250.00/hr \$ 250.00/hr	\$ 1000 \$ 2500 \$ 750.00	



## DEPARTMENT OF LIBRARY & LEISURE SERVICES PARKS & RECREATION DIVISION

### SCOPE OF SERVICES TREE and INVASIVE REMOVAL

The Seminole County Parks and Recreation Division is seeking a proposal to cut and remove trees and invasive vegetation at several parks and trail locations. The following work has been identified for each specific location.

Lake Mills Park 1301 Tropical Ave. Chuluota

Contractor to cut and remove a total of eight (8) trees as marked and noted in the field on May 16, 2005: These include two (2) in picnic area; two (2) in playground area; one (1) in campground area; and three (3) along main park drive. Contractor may cut trunks and large limbs into 12" – 16" lengths and leave stacked on site in-lieu-of disposing or chipping debris. All other materials must be chipped or otherwise removed from the park and legally disposed.

Contractor shall fell one (1) tree as marked and noted in the field on May 16, 2005 located in the boardwalk area.

Contractor shall cut and remove a total of eight (8) clumps of bamboo in the picnic area as located in the field on May 16, 2005.

Black Hammock Trailhead SR 434/SR 419 Oviedo

Contractor shall remove vegetation by grinding or chopping, along a drainage swale on the west side of the asphalt trail of the Cross Seminole Trail. The area to be removed shall consist of a six foot to eight foot (6' to 8') wide section beginning at the tow of the slope in the swale and extend approximately 1100 feet in length. Debris not finely chopped or ground will need to be removed.

Contractor shall cut and remove one (1) tree along the east side of the east fork as marked and remove three (3) tree trunks that had fallen as marked, on the west side of the east fork of the Cross Seminole Trail, and as identified in the field on May 16, 2005. All materials must be removed from the site and legally disposed.

264 WEST NORTH STREET ALTAMONTE SPRINGS FL 32714-2406 TELEPHONE (407) 788-0405 FAX 788-7790

**Overlook Park** 1998 Springs Ave.

Oviedo

Contractor shall remove downed and standing trees, as identified in the field on May 16, 2005, along the west bank of the slough that runs along the west side of Overlook Park. All materials must be removed from the site and legally disposed.

**Cross Seminole Trail** N. Lake Jessup Ave. to SR 434 Oviedo

Contractor shall remove and dispose of one (1) downed tree as marked along the Cross Seminole Trail, between N. Lake Jessup Ave. and SR 434, as identified in the field on May 16, 2005.

### **General Conditions:**

Contractor will perform all work in such a manner as to provide a minimum of inconvenience to the residents of the area, and park or trail users.

Contractor will leave the work area and adjacent areas free of any accumulated rubbish and surplus rubbish and surplus materials, unless otherwise noted.

All wood and other debris not accepted as firewood for the campground at Lake Mills Park will be the property of the contractor and be disposed of in accordance to local laws and ordinances.

#### **Price Submittals**

	Unit Price	Total Cost
Lake Mills Park 1. Cut nine (9) and remove eight (8) trees.	<b>\$</b>	\$
2. Cut and remove eight clumps of bamboo.	\$	\$
Black Hammock Trailhead  1. Removal of vegetation along drainage swale.	\$	\$
2. Removal of trees along east fork of CST.	\$	\$
Overlook Park  1. Removal of trees along west bank.	\$	\$
Cross Seminole Trail  1. Cut and remove trees.	\$	\$

Please indicate unit price if not providing a lump sum total cost.

264 WEST NORTH STREET ALTAMONTE SPRINGS FL 32714-2406 TELEPHONE (407) 788-0405 FAX 788-7790

### Tree Removal in Urban Areas

The removal of both down and leaning trees that threaten public areas and rights of way or the natural flow of water and threatens flooding of improved property is a unique process requiring specialized equipment. As such, this process requires unique documentation and costing. The COUNTY and CONTRACTOR will measure each tree three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the tree will be physically removed by the best means available. The tree will be photo documented by the COUNTY and recorded on a specific log provided by the CONTRACTOR. Once the tree is removed or cut into manageable portions, the tree will be removed to a staging area on site to be loaded and hauled to a TDSRS for processing. The loading, hauling and processing of the trees removed to the staging area will be conducted under our current curbside collection operations.

The CONTRACTOR shall invoice the COUNTY for the removal of dangerous or leaning trees and placement at an on site staging area for removal under the curbside collection portion of our contract:

From 3 inches and up, but less than 6 inch diameter-	\$ 55.00	per tree
6 inch diameter and up, but less then 12 inches-	\$ 90.00	per tree
12 inch diameter and up, but less than 24 inches-	\$ 190.00	per tree
24 inch diameter and up, but less than 43 inches-	<b>\$</b> 545.00.	per tree
Equal to or greater than 48"	\$ 850.00	per tree

The removal of hanging or broken limbs (Greater than 2" in diameter and 2 feet or greater in length) will be conducted for a cost of \$ 150.00 per tree (no matter how many limbs are removed) up to a height of 75 feet, at the County's discretion. The limbs will be removed to an on site staging area for removal under the curbside collection portion of our contract.

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08/30/5004 12:13

FAC MAINTENANCE

PAGE 04

### Stump Removal from Urban Areas

The removal hazardous stumps are a unique process requiring specialized equipment. As such, this process requires unique documentation and costing. The COUNTY and CONTRACTOR will measure each stump three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically removed by the best means available. The stump will be photo documented by the COUNTY and recorded on a specific log provided by the CONTRACTOR. Once the stump is removed or cut into manageable portions, the stump will be loaded and hauled to staging area for reduction through grinding.

The CONTRACTOR shall invoice the COUNTY for the removal of hazardous stumps as well as the loading, hauling and reduction:

From 3 inches and up, but less than 6 inch diameter-	\$ 175.00	per stump
6 inch diameter and up, but less than 12 inches-	\$ 350.00	per stump
12 inch diameter and up, but less than 24 inches-	\$ 700.00	per stump
24 inch diameter and up, but less than 48 inches-	\$ 1,050.00	per stomp
Equal to or greater than 43"	\$ 1,400.00	per stump

The COUNTY reserves the right to terminate this agreement at any time and at their discretion. The CONTRACTOR shall be notified immediately upon COUNTY'S decision to terminate.

County of Seminole - Accepted County Manager

Grubbs Representative - Accepted Anthony Tanner



July 11, 2005

Mr. Jeff Hayes
Senior Coordinator, Parks & Recreation
Seminole County Government
264 W. North Street
Altamonte Springs, Florida 32714

Dear Jeff,

Thank you for the opportunity to present a tree care proposal for your property. Our team is committed to integrating the specific tree care needs of your property with your service expectations in mind. Please review the following:

### TREE CARE SERVICES:

Removal of all invasive Bamboo from natural forest stands along park
boardwalk, complete removal in order to prevent it from growing back.
Boardwalk may need to be removed in certain sections for equipment
accessibility. All debris will need to be removed from site.

Total: \$72,000.00

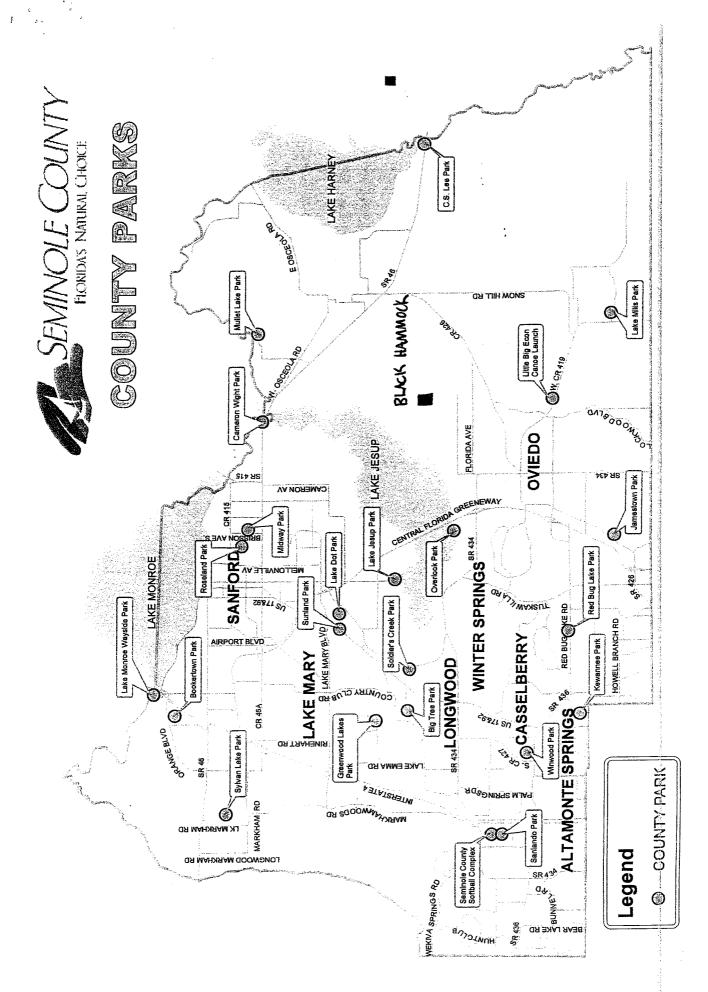
All work performed by ValleyCrest Tree Care is done in a safe and timely manner and conforms to all ANSI Z1-33 and OSHA specifications.

Again Jeff, thank you for the opportunity to work with you. Should the proposal meet your expectations, please sign and date on the lines provided.

Sincerely, ValleyCrest Tree Care

Mary L. Edwards Branch Manager ISA Certified Arborist – FL- 0116

Sign	•	Date:



Prepared by Seminole County Information Technologies, April 2005

Resolution No. 2005-R-107

#### RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 14th DAY OF JUNE 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 14th day of June 2005.

ATTEST:

Maryanae 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

CERTIFIED COPY

MARYANNE MORTE

and