

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

FDAACS CONTRACT #

009456

This agreement, made and entered into this the 10th day of January, 2005 by and between the STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, an agency of the State of Florida, hereinafter called the "Department" and the Nassau County Board of Commissioners, hereinafter called the Entity (Subrecipient).

WITNESSETH

WHEREAS, the Department desires to increase the application of the principles of urban and community forestry by granting funds to the Entity (Subrecipient) for the purpose as outlined in grant application Number 04-52, 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 04-52, hereinafter the "project";

WHEREAS, the Entity (Subrecipient) by Resolution No. N/A, dated N/A, has indicated its support of the grant application and authorized its officers to execute this Agreement on its behalf;

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

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

- A. Failure by the Entity (Subrecipient) to sign and return this agreement, within 45 days upon receipt of the agreement, shall constitute forfeiture of the award.
- B. The effective date of this agreement is January 10, 2005.
- C. The Entity (Subrecipient) shall complete the project by September 30, 2005 as set forth in the Urban and Community Forestry Grant Application Number 04-52 approved by the Department on November 8, 2004, 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, 2005.

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 \$11,050.00 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 \$5,525.00 or fifty percent (50%) of the final approved project costs, whichever is less (the "Grant Amount"). The Grant

Amount is limited to only those items which are directly related to this project as described in Exhibits "A" and "B". Project costs incurred prior to the effective date of this agreement are ineligible for reimbursement. To assist the 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, 2005.

- (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 by June 30, 2005 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. Rebecca Jordi
Horticulture Extension Agent
Nassau County Board of Commissioners
543350 U.S. Highway !
Callahan, Florida 32011

or at such other address as the Entity (Subrecipient) from time to time designates by written notice to the Department. All time limits provided hereunder shall run from the date of receipt of all mailed notices, demands, requests and other instruments, or from the date telexed or faxed.

- P. Time is of the essence of this agreement.

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

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

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

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

Section 215.97, F.S. The Recipient is required to retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the department of Agriculture and Consumer Services or its designee, access to such records upon request.

- (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the non-state entities financial reports, management letter, auditee's written responses or corrective action plan, correspondence on the follow-up of prior years corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - (a) The Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, FL 32399-0800
 - (b) The Auditor General's Office at the following address:
State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450

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

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

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

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

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

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

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

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

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

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

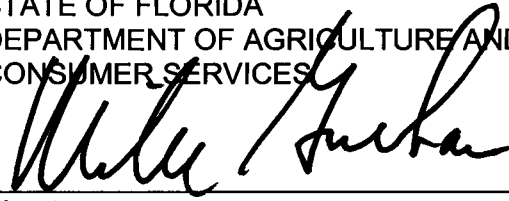
The contractor is informed that an entity or affiliate who has been placed in the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES

BY:



Director
Division of Administration

NASSAU COUNTY BOARD OF COMMISSIONERS
Name of Entity (Subrecipient)

BY:

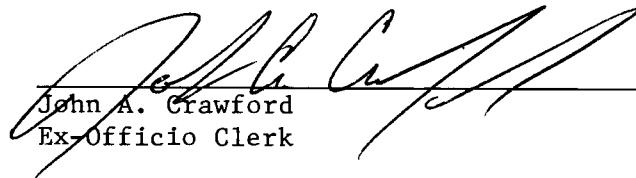


Ansley Acree

TITLE:

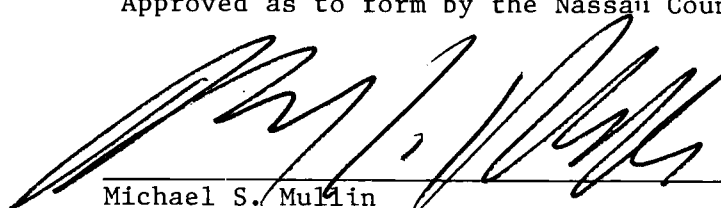
Chairman

ATTEST:



John A. Crawford
Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:



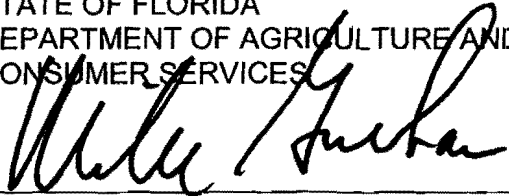
Michael S. Mullin

work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES

BY:



Director
Division of Administration



NASSAU COUNTY BOARD OF COMMISSIONERS
Name of Entity (Subrecipient)

BY: _____

TITLE: _____

ATTACHMENT C

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

(d) Have not within a three-year period preceding this application had one or more public 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 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 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).

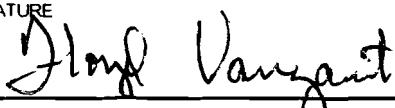
B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

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

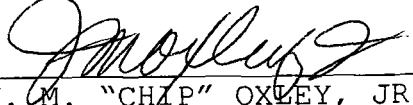
543350 U.S. Highway #1
Callahan, FL 32011

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.

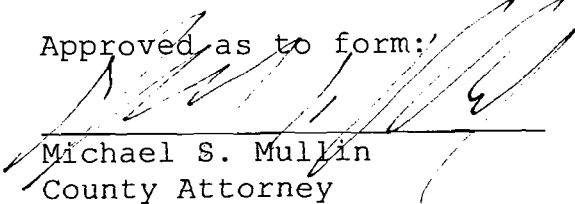
NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
Nassau County Commissioners	Arborist Certification Ed (ACE)
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Floyd Vanzant - Chair, Board of County Commissioners 9/20/2004	
SIGNATURE	DATE
	

ATTEST:



J. M. "CHIP" OXLEY, JR.
EX-OFFICIO CLERK

Approved as to form:



Michael S. Mullin
County Attorney

BID NUMBER: RFP/DF-04/05-02

OPENING DATE: SEPTEMBER 21, 2004 @ 2:30 PM

ATTACHMENT E

FLORIDA URBAN AND COMMUNITY FORESTRY GRANT PROPOSAL FORM 2004

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 2:30 p.m., September 21, 2004 at:**

Department of Agriculture and Consumer Services
Purchasing Office - **U&CF - 2004 PROPOSAL**
Mayo Building - Room SB-8
Tallahassee, FL 32399-0800
Telephone (850) 488-7552

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

PROPOSER INFORMATION (Please Print or Type)

Project Title: ACE (Arborist Certification Education)

Proposer Name: Nassau County Commissioners

Name and Title of Contact Person: Rebecca L. Jordi - Horticulture Extension Agent

Address: 543350 U.S. Highway #1 Callahan, FL

Zip: 32011 Phone: (904) 879-1019

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

FEID Number 59-1863042

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: Rebecca L. Jordi

Title: Nassau County Extension - Environmental Horticulture

Signature: *Rebecca L. Jordi* Date: 9/1/04

BID NUMBER: RFP/DF-04/05-02

OPENING DATE: SEPTEMBER 21, 2004 @ 2:30 PM

ATTACHMENT E (CONTINUED)
GRANT PROGRAM INFORMATION

Specify Category 1, 2, 3, 4, OR 5 and designate the applicable subcategory ("General Information").

Category: Urban Forestry or Arboricultural Training

Sub-Category: _____

SUMMARY OF COSTS (A 50/50 match on behalf of the proposer is required).

	Requested Grant \$	Local Match \$
	I	II
Contractual costs	0	0
Personnel costs	0	\$4960
Travel costs	0	0
Equipment costs	\$3550	0
Supplies costs	\$2250 1975.00	\$420 695.00
Operating costs	0	\$420
Tree costs	0	0
Overhead costs	0	0
Total Requested Grant (I)	\$ 5800 5525.00	-0-
Total Matching Costs (II)	\$ -0-	\$ 5800 5525.00
Total Program Costs (III)	\$ 11,600 \$ 11,050.00	

100%

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

50%

% Grant request

50%

%Local match

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

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

This project is for Population Zone 1, 2, 3, or statewide (circle one).

Please see ATTACHMENT K to determine the applicable region.

County Nassau

Describe the Specific Location of the Project: NA

Who has Maintenance Responsibility for the Property (Category 2 Grants)?

NA

Is the Land Ownership Public or Private?: NA

Name of Landowner: NA

Project Title: ACE (Arborist Certification Education)

Proposer Name: Nassau County Board of Commissioners

ATTACHMENT E (CONTINUED)
PROJECT DESCRIPTION

(two page limit)

Urban and Community Forestry Grant Proposal

Background

North Florida continues to deal with increasing urban and suburban growth issues including housing developments, which present a variety of benefits and challenges to the urban landscape. As the number of people moving into our region grows, so does the demand for tree removal, replanting, selection and proper tree care. Local governments and communities are drafting and enacting ordinances and decrees in response to urban sprawl and encroachment, but all too often this land planning is done without the expertise of urban foresters and research science educators. In addition, although the number of certified arborist remains steady in Florida, certified arborists in Northeast Florida is proportionately lower due to limited access to tangible resources such as training and financial support.

Objectives

Nassau County is proposing through its application to the Urban and Community Forestry Program to create a regional arborist certification program called Arborist Certification Education or ACE. The ACE program is expected to prepare men and women for the International Society of Arboriculture (ISA) exam, which is the certifying agency for arborists. The objective of the ACE program is to improve the technical competency of skilled professionals in the tree industry specifically county and municipal employees, create higher knowledge of tree care practices, and increase interest in professional development through continued education targeting North Florida.

Strategy

The focus of the ACE program centers on real-time topics including Tree Biology, Identification and Selection, Safe Work Practices, Pruning, Construction and Preservation, Risk Assessment, and Diagnosis. Each topic will be explored in a classroom environment and classes will be held at 6:00 p.m., two times per week for a three (3) week period, beginning in the winter of 2005. Classes will consist of a 1½-hour Power Point presentation lecture at the onset of class and the remaining 30 minutes of each class will be spent on an accompanying "hands-on" activity such as tree, insect, and/or disease identification. Homework assignments are an integral part of the ACE program and assignments are taken from the Arborist Certification Study Guide. All homework assignments reinforce the classroom lecture and prepare the studying arborist for the next session. A quiz will be given during each class and it will be similar in format to the certification exam in an effort to get the studying arborist familiar with the format and proficient with the material covered in the exam.

Project team/ Cooperators/Partners

The following instructors will teach the ACE program: Rebecca L. Jordi, UF/IFAS Horticulture Extension Agent for Nassau County, FL; Larry Figart, Urban Forester for City of Jacksonville, FL; and Steve Gaul, Department of Forestry, Nassau County, FL Forester. The curriculum development and classroom presentations will be a cooperative effort by all the instructors; however the evaluation of the quizzes and statistical analysis of the results will be conducted by Rebecca L. Jordi. A community based volunteer program team consisting of Nassau County Master Gardener will be assisting in curriculum administration, photography, and collection of specimens for hands-on activities.

Regional application/Emphasis Areas

The ACE program will help increase the number certified arborists in Northeast Florida. This urban and community program will emphasize best management practices in tree health care such as proper pruning, planting, and site selection. ACE should serve as a training model for proper urban and community forest practices on residential, industrial and commercial properties.

Outcome /deliverables

On the last day of ACE, a proctor from the Florida Chapter of ISA will conduct the certification exam. The exam day will need to be longer than 2 hours so the evening will start at 6pm and end once the last person has completed the exam. The results of the exam will be sent to the individual approximately six weeks after the exam is taken. It is the hope of each instructor that an increased number of certified arborists will result from participation in ACE.

Target audience

The participants of ACE should include municipal and county employees who provide care for urban trees on public property such as schools, hospitals, and parks.

BID NUMBER: RFP/DF-04/05-02

OPENING DATE: SEPTEMBER 21, 2004 @ 2:30 PM

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 (category 2A and 2B) 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) None				
<u>Personnel</u> (list titles or positions) 1 Horticulturist 60 hrs. \$25/hr \$1500 1 County Forester 40 hrs. \$25/hr \$1000 1 Urban Forester 40 hrs. \$25/hr \$1000 1 ISA Test Proctor 6 hrs. \$25/hr \$600 1 Office Staff 40 hrs. \$15/hr \$600 2 Master Gardeners 20 hrs each \$17/hr \$510 1 Photographer 10 hrs. \$20/hr \$200				
<u>Travel</u> none				

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Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
Equipment (list items)				
Dell Computer Latitude D600	1	\$1900	\$1900	
Dell Projector 3300MP	1	\$1500	\$1500	
Dell Portable Projector Screen	1	\$150	\$150	

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
Supplies* (list items)				
ISA Arborist Certification Exam	10	\$225	1975.00 2250	275.00
OFFICE SUPPLIES				
Case of copy paper	1	\$60		\$60
Blank CDs	1	\$35		\$35
ISA Certification Text	1	\$125		\$125
ISA Collection of CEU Articles	1	\$200		\$200

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
Operating Costs (list) County Building Classroom	1	\$420		\$420
Trees (list species and size) None				
Overhead**			*****	
Total		\$11,600	\$5800	\$5800

\$5525.00 \$5525.00

* 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.

↙

RECEIVED
COUNTY COORDINATOR
OFFICE

Agenda Request For: January 10, 2005

04 DEC 21 PM 12:20

Department: Nassau County Extension

Background: Grant proposal from FDACS (Florida Department of Agriculture and Consumer Services) regarding programming for urban forestry and arboricultural training was approved on September 13, 2004 by the Nassau County Board of Commissioners. This same grant has now been awarded to Rebecca L. Jordi by the FDACS (Florida Department of Agriculture and Consumer Services) as of December 16, 2004. This grant will pay for the ACE (Arborist Certification Education) Program which will be available to ten personnel from Duval and Nassau County involved in the maintenance of trees on municipal property. It will prepare the participants for the International Society of Arboriculture Certification Exam.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: The grant will cover the costs of equipment, personnel, supplies and a portion of the test fees enabling those passing the exam to be certified for three years.

Action requested and recommendation: Approval of the Florida Department of Agriculture and Consumer Services Memoranda of Agreements.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?
NA

Funding Source: Florida Department of Agriculture and Consumer Services

Reviewed by:

Department Head Mary S. Williams

Legal _____

Finance _____

Chairman Ainsley Allen

~~Grants~~ _____

E

RECEIVED
COUNTY COORDINATOR'S
OFFICE

Agenda Request For: January 10, 2005

04 DEC 21 PM 12: 20

Department: Nassau County Extension

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Funding Source: Florida Department of Agriculture and Consumer Services

Reviewed by:

Department Head

Mary S. Williams
[Signature]

Legal

Finance

Chairman

Grants



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

*Betsy Jorde
Est. Admin. Office*

Please Respond to:

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

December 16, 2004

MEMORANDUM

TO: Approved Urban and Community Forestry 2004 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 2004 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. At your earliest possible convenience, please return two signed copies of each MOA, addressed to Kelly Boutwell at the address in the upper right corner of this letterhead. Once you have signed these MOA's, you may begin implementation of your project. Approved expenses charged to the project must be incurred after 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. Under separate cover, we will supply you with the progress report form that you will need to submit by June 30, 2005.

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



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



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham Dist. No. 1 Fernandina Beach
Ansley Acree Dist. No. 2 Fernandina Beach
Tom Branan Dist. No. 3 Yulee
Floyd L. Vanzant Dist. No. 4 Hilliard
Marianne Marshall Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

January 11, 2005

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

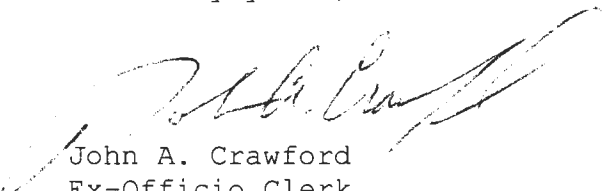
RE: 2004 Urban and Community Forestry Grant Program

Dear Ms. Boutwell:

Enclosed for your files please find two (2) signed originals of the Memoranda of Agreement regarding the above-referenced program, which were approved and executed by the Board of County Commissioners in Regular Session of January 10, 2005.

If I can be of any further assistance, please do not hesitate to contact me.

Sincerely yours,



John A. Crawford
Ex-Officio Clerk

JAC:jb

Enclosures

CC: Rebecca Jordi, Horticulture Extension Agent

(904) 548-4660, 879-1029, (800) 958-3496

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Detailed Results

 [Quick Help](#)

Tracking number	846399540119	Reference	MEMO OF AGREEMENT
Signed for by	R.MURRAY	Delivered to	Receptionist/Front Desk
Ship date	Jan 12, 2005	Service type	Priority Envelope
Delivery date	Jan 13, 2005 9:54 AM		
Status	Delivered		

Date/Time	Activity	Location	Details
Jan 13, 2005	9:54 AM	Delivered	
	8:27 AM	On FedEx vehicle for delivery	TALLAHASSEE, FL
	8:03 AM	At local FedEx facility	TALLAHASSEE, FL
	7:33 AM	At dest sort facility	TALLAHASSEE, FL
	4:08 AM	Departed FedEx location	MEMPHIS, TN
Jan 12, 2005	2:29 AM	Arrived at FedEx location	MEMPHIS, TN
	11:42 PM	Departed FedEx location	MEMPHIS, TN
	10:55 PM	Arrived at FedEx location	MEMPHIS, TN
	8:56 PM	Package data transmitted to FedEx	
	6:20 PM	Picked up	JACKSONVILLE, FL
	5:57 PM	Left origin	JACKSONVILLE, FL

Email your detailed tracking results (optional)

Enter your email, submit up to three email addresses (separated by commas), add your message (optional), and click **Send email**.

From

To

Add a message to this email.