

**Courthouse Facilities
Grant-in-Aid Release Request**

Donna Brewer
Grants Administrator
Office of the State Courts Administrator
Florida Supreme Court Building
500 South Duval Street
Tallahassee, Florida 32399-1900

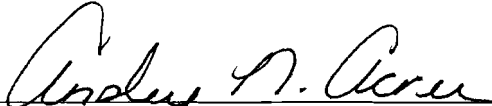
Dear Donna:

In accordance with the Grant-in-Aid Agreement executed with Nassau County, the 4th Judicial Circuit, and the Office of the State Courts Administrator, I hereby request the release of \$ 150,000.00 as specified in the Agreement for Fiscal Year 2005-06. The amount is equal to the total grant-in-aid to the county and I understand, per the terms of the Agreement, the funds will be released quarterly.


Please make check payable to Nassau County Board of County Commissioners

At the address of P.O. 1010, Fernandina Beach, Florida 32035

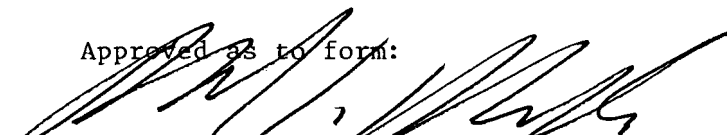
Sincerely,


Chair, Board of County Commissioners
Ansley N. Acree

Attest:


John A. Crawford, Ex-Officio Clerk

Approved as to form:


Michael S. Mullin, County Attorney

Grant-in-Aid Agreement for Courthouse Facilities
for Nassau County, Florida

This Agreement is made among the Office of the State Courts Administrator (the "OSCA"), the Nassau County Board of County Commissioners (the "Grantee"), and the **Fourth** Judicial Circuit (the "Grant Manager"). The parties agree that:

- A. The OSCA will pay the Grantee **\$150,000** as a grant-in-aid pursuant to Specific Appropriation 2998A of the 2005-06 General Appropriations Act to be used for improvements to courthouse facilities in Nassau County. Upon receipt of a written request for release of funds, the OSCA will make quarterly payments to the Grantee.

- B. The Grantee will use grant monies provided under this Agreement to assist in the payment of costs incurred for consulting or architectural studies related to the improvement of courthouse facilities, improving court facilities to assure compliance with the Americans With Disabilities Act and other federal and state requirements, other renovations in court facilities, improvements in court security, and other costs paid by the county pursuant to §27.006, §34.171 or §43.28, Florida Statutes, and any other court-ordered improvements.
 - 1. The Grantee will submit a written requisition to the OSCA for release of grant funds no later than **December 15, 2005**.
 - 2. The Grantee, in consultation with the Chief Judge of the **Fourth** Circuit, will submit a detailed, written plan for use of grant funds to the OSCA no later than **December 15, 2005**.
 - 3. The Grantee will invest grant funds that are surplus to current needs or pending distribution in accordance with the requirements of §219.075, Florida Statutes.
 - 4. The Grantee will release grant funds in accordance with Nassau County purchasing policies and rules.
 - 5. The Grantee will not use grant funds for lobbying the Florida Legislature, the judicial branch, or a state agency.

- C. The Grantee, as a "Recipient" of state funds, will comply with the Florida Single Audit Act, Section 215.97, Florida Statutes, as follows:
 - 1. In the event that the Recipient expends a total amount of State awards equal to or in excess of \$500,000 in the Recipient's fiscal year, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes, and applicable rules of the Department of Financial Services and the Auditor General. Applicable rules of the Department of Financial Services, the Auditor General, and other information pertaining to the Florida Single Audit Act can be found at <http://www.fsaa.state.fl.us/statutes.aspx>

2. The Catalog of State Projects establishes that state funds were awarded to the Recipient through the State Courts System, Office of the State Courts Administrator. The Catalog of State Projects number for this grant is 22.004. Information from the Catalog can be found at: <http://www.fsaa.state.fl.us/catalog.aspx>
3. In determining the State awards expended in its fiscal year, the Recipient shall consider all sources of State awards, including State funds received from the State Courts System, except that State awards received by a non-state entity for Federal program matching requirements shall be excluded from consideration.
4. The Recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes, and the State Projects Compliance Supplement. The State Projects Compliance Supplement is available from the Department of Financial Services at <http://www.fsaa.state.fl.us/compliance.aspx>. Compliance includes submission of a reporting package as defined by section 215.97(2)(e), Florida Statutes.
5. If the Recipient expends less than \$500,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of section 215.97 is not required. Audit costs may not be charged to state projects when the Recipient expends less than \$500,000 in State awards.
6. Unless prohibited by law, the cost of an audit required by section 215.97 is an allowable charge to a state project. However, charges to state projects should be limited to those incremental costs incurred by the Recipient as a result of the audit requirements of section 215.97 in relation to other audit requirements. The Recipient should allocate the incremental costs to all state projects for which it expended state financial assistance.
7. The Recipient shall submit copies of reporting packages required by section 215.97 to each of the following:
 - a. Donna Brewer
Grants Administrator
Office of the State Courts Administrator
500 South Duval Street
Tallahassee, FL 32399-1900

b. The Auditor General at the following address:
State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450

8. The Recipient shall retain sufficient records demonstrating compliance with the terms of this Agreement for a period of 4 years from the date the audit report is issued, and shall allow the OSCA access to such records upon request. The Recipient shall ensure that audit working papers are made available to the OSCA upon request for a period of 4 years from the date the audit report is issued, unless extended in writing by the OSCA.
9. Pursuant to section 215.97, the OSCA, the Florida Supreme Court Inspector General, the Auditor General and other state officials may conduct additional audits or evaluations of state financial assistance provided to the Recipient under this Agreement.

D. This Agreement is subject to the following terms and conditions:

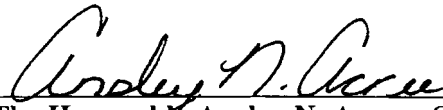
1. The OSCA's obligation to pay the Grantee is contingent upon the availability of state funds lawfully appropriated for the purposes stated in Paragraphs A and B.
2. The Grantee will maintain all records made or received in conjunction with this Agreement in accordance with Rule 2.051, Florida Rules of Judicial Administration.
3. The Grantee will hold title to any equipment purchased with grant funds, unless general law provides otherwise.
4. In providing, or contracting to provide, services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Grantee and Grant Manager will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.
5. If, in the judgment of the OSCA, the Grantee for any reason fails to comply with the terms of this Agreement, the OSCA will have the right to terminate the Agreement on 30 days written notice by certified mail. In the event of termination, the Grantee will return to the OSCA all grant funds, except those expended in compliance with this Agreement, for reversion to the General Revenue Fund unallocated.

This Agreement constitutes the entire understanding of the parties. All modifications to the Agreement must be in writing. This Agreement is effective on the date of execution and will terminate on June 30, 2006.

FLORIDA SUPREME COURT, OFFICE OF
THE STATE COURTS ADMINISTRATOR

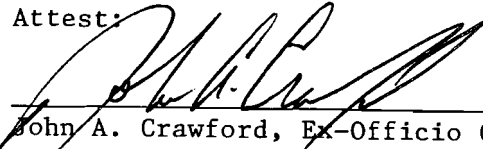
GRANTEE
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY

Elisabeth H. Goodner Date
State Courts Administrator

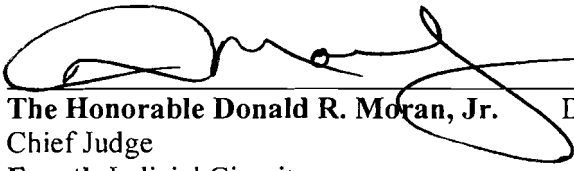
 11-9-05

The Honorable Ansley N. Acree, Chair Date
Board of County Commissioners
Nassau County

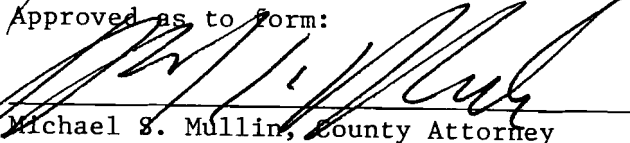
GRANT MANAGER

Attest:


John A. Crawford, Ex-Officio Clerk



The Honorable Donald R. Moran, Jr. Date
Chief Judge
Fourth Judicial Circuit

Approved as to form:


Michael S. Mullin, County Attorney

Facilities Grant-in-Aid

Nassau

150,000

150,000

Spending Plan

Category	Grant-in-aid	Sub-Totals
OTHER PERSONNEL SERVICES		
CONTRACTUAL AGREEMENTS		
EXPENSE		
OTHER CAPITAL OUTLAY (OCO)		
FIXED CAPITAL OUTLAY		
1. Inside Shutters	\$65,000.00	\$65,000.00
2. Resurface and fencing of Historial Courthouse parking lot	\$35,000.00	\$35,000.00
3. Black Mold cleanup and repair	\$47,000.00	\$47,000.00
4. Landscaping Eastside Historial Courthouse	\$3,000.00	\$3,000.00

Please sign below:

CHIEF JUDGE

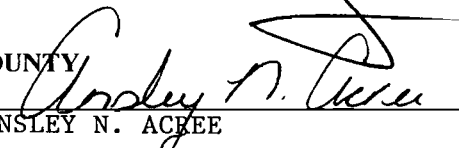


DATE

11/18/05

CHAIR, BOARD OF COUNTY
COMMISSIONERS

ANSLEY N. ACREE

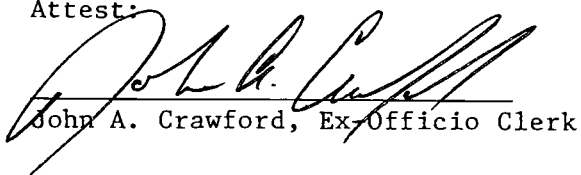


DATE

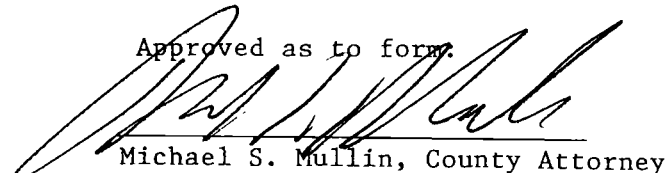
11-9-05

Attest:

Approved as to form:



John A. Crawford, Ex-Officio Clerk



Michael S. Mullin, County Attorney

FACILITIES GRANT-IN-AID
\$150,000

1. The Historic Courthouse is in need of installation of inside shutters on the east side of the building. Right now the heat from the sun is cracking glass top and employees are having difficulty doing their work. \$65,000
2. As part of the renovation of the Historical Building Nassau County purchased the adjacent lot on 5th Street to allow for secure parking for the judicial staff and an employee parking lot. Expanding of the fence to include this area. The surface of the employee parking lot and fencing was not funded. \$35,000
3. As a result of the recent work in the Historic courtroom, the wood window sashes on the west side of the building are showing signs of wood rot. This is the same problem that existed prior to the renovation. These windows should be replaced and a barrier designed that will prevent this from being an issue in the future. Along with an ongoing project ,the remediation of black mold in these same areas. \$47,000
4. A landscaping project on the south side of the Historic courthouse is estimated to be \$ 3,000

RMF
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