

**AGENDA ITEM MORE
THAN 100 PAGES – MAY
BE VIEWED IN MINUTES**

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Background and Policy Issues:

The PBC OOR, Parks and Recreation Department (PRD), Cooperative Extension, and Information Systems Services collaborated with community stakeholders on a Project to improve air quality and reduce heat islands in Western Palm Beach County (PBC) through tree-planting activities in local parks. The Project will assist the PBC PRD in executing its regreening strategy and help the County reduce climate change impacts.

The EPA EJG2G Program helps build broad and robust partnerships with community-based nonprofit organizations in disproportionately impacted areas. It pilots activities in specific communities that can create transferable models that can be expanded or replicated in other geographic areas.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 17th day of September, 2024 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **COMMUNITY GREENING CORP., a 501(C)(3) nonprofit organization** authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 81-3559159.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 – SERVICES

The COUNTY is entering into an assistance agreement with the U.S. Environmental Protection Agency for the purposes of accountability for the proper expenditure of Federal funds, performance of the assistance agreement, and liability for claims for recovery of unallowable costs incurred under the agreement (the “direct recipient”). The assistance agreement (“the EPA grant”) is for the COUNTY to complete the Resilient Glades Tree Campaign, which is a reimbursable grant awarded to the COUNTY through the EPA’s Environmental Justice Government to Government program. Before the EPA will enter into an agreement with the COUNTY, the COUNTY must have a partnership agreement in place with the CONSULTANT.

The CONSULTANT will be the “subrecipient(s)” for purposes of the EPA assistance agreement. The CONSULTANT’S responsibility under this Contract is to provide professional/consultation services in the area of urban forestry and engagement services to implement the Resilient Glades Tree Campaign as more specifically set forth in the Scope of Work detailed in Exhibit A.

The COUNTY’S representative/liaison during the performance of this Contract shall be Megan Houston, Director, Office of Resilience, telephone no. (561) 681-3812, or designee.

The CONSULTANT’S representative/liaison during the performance of this Contract shall be Adriene Tynes, telephone no. (803) 206-7691.

ARTICLE 2 – SCHEDULE

The CONSULTANT shall commence services upon execution of the EPA grant agreement and shall complete all services three (3) years from the EPA grant agreement execution date.

Reports and other items shall be delivered or completed in accordance with the EPA grant requirements and with the detailed schedule in Exhibit D.

ARTICLE 3 – PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of **One Million Dollars and No Cents (\$1,000,000.00)**. The

CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses are not applicable. All expenses will be included in invoices.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- E. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub- consultants are registered in VSS.
- F. Time is of the essence for all deadlines within this contract. If CONSULTANT fails to meet a deadline and the COUNTY fails to be reimbursed by the U.S. Environmental Protection Agency because of CONSULTANT's delay, the COUNTY is not responsible for paying CONSULTANT for the work that is no longer eligible for federal reimbursement funds.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in- negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to

inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT.

Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit A, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 – SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 – FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax through the COUNTY's tax exemption to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 – AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 – INSURANCE

The CONSULTANT shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. Workers' Compensation Insurance & Employer's Liability: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. Professional Liability: CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- D. Waiver of Subrogation: Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- E. Certificates of Insurance: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the CONSULTANT shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. The Certificate holder shall read:

Palm Beach County Board of County Commissioners
c/o Office of Resilience
2300 North Jog Road, 4th Floor

- F. Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 11 – INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 – REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 14 – CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being

provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 – INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 – CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 – ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with

contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 – NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

ARTICLE 22 – AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed

valid and enforceable to the extent permitted by law.

ARTICLE 24 – PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 – MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Melody Thelwell, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With copies to:

Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

And

Megan Houston, Director
Office of Resilience, Palm Beach County
2300 North Jog Rd, 4th Floor
West Palm Beach, FL 33411

If sent to the CONSULTANT, notices shall be addressed to:

Community Greening
Social Impact Lab at Lynn University
3601 N. Military Trail
Boca Raton, FL 33431

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 28 – CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT’S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), for unescorted access to critical facilities (“Critical Facilities”) or criminal justice information facilities (“CJI Facilities”) as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the

stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 – REGULATIONS: LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 – SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 – PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

- B. Upon request from the COUNTY’S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined

in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 – COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 – E-VERIFY - EMPLOYMENT ELIGIBILITY

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2)

has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 34 – FEDERAL TERMS AND CONDITIONS

A. Equal Opportunity.

If this contract is for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, then during the performance of this contract, the CONSULTANT agrees as follows:

(1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONSULTANT will, in all solicitations or advertisements for employees placed by

or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

(4) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONSULTANT will furnish all information and reports required by Executive Order 11246 OF September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work, provided, that if the COUNTY so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONSULTANTS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONSULTANT debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONSULTANTS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Davis-Bacon Act.

For contracts in excess of \$2,000 entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. § 5.1, the CONSULTANT shall adhere to the following clauses (or any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor).

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the CONSULTANT and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph B(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph B(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONSULTANT and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The COUNTY shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The COUNTY shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONSULTANT and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the COUNTY agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington,

DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONSULTANT, the laborers or mechanics to be employed in the classification or their representatives, and the COUNTY do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the COUNTY shall refer the questions, including the views of all interested parties and the recommendation of the COUNTY, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the COUNTY or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs B(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONSULTANT shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONSULTANT does not make payments to a trustee or other third person, the CONSULTANT may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the CONSULTANT, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONSULTANT to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The EPA or the COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONSULTANT under this contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONSULTANT, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONSULTANT or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Agency may, after written notice to the CONSULTANT, sponsor, COUNTY, or owner, take such action as

may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the CONSULTANT during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONSULTANT shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONSULTANTS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The CONSULTANT shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the administering agency if the agency is a party to the contract, but if the agency is not such a party, the CONSULTANT will submit the payrolls to the COUNTY, sponsor, or owner, as the case may be, for transmission to the administering agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime CONSULTANT is responsible for the submission of copies of payrolls by all subcontractors. CONSULTANTS and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the administering agency if the agency is a party to the contract, but if the agency is not such a party, the CONSULTANT will submit them to the COUNTY, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the CONSULTANT, or the Wage and Hour Division of the Department of Labor for

purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONSULTANT to require a subcontractor to provide addresses and social security numbers to the prime CONSULTANT for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONSULTANT or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 C.F.R. § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under 29 C.F.R. § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph B(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONSULTANT or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONSULTANT or subcontractor shall make the records required under paragraph B(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the administering agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONSULTANT or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONSULTANT, sponsor, COUNTY, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONSULTANT as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONSULTANT is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONSULTANT's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONSULTANT will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and

participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONSULTANT will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(5) Compliance with Copeland Act requirements. The CONSULTANT shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The CONSULTANT or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as the administering agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a CONSULTANT and a subcontractor as provided in 29 C.F.R. § 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONSULTANT (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the CONSULTANT certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONSULTANT's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award

of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

C. Contract Work Hours and Safety Act.

CONSULTANT shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers) in accordance to 40 U.S.C. §§ 3702, as supplemented by Department of Labor regulations at 29 C.F.R. pt. 5 as follows:

- 1) **Overtime requirements.** No CONSULTANT or SUBCONSULTANT contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the CONSULTANT and any SUBCONSULTANT responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and SUBCONSULTANT shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.
- 3) **Withholding for unpaid wages and liquidated damages.** The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or SUB CONSULTANT under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally – assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or SUB CONSULTANT for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2. of this section.
- 4) **Subcontracts.** The CONSULTANT or SUBCONSULTANT shall insert in any subcontracts the clauses set forth in paragraphs 1. through 6. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 6. of this section.

- 5) The CONSULTANT or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- 6) Records to be maintained under this provision shall be made available by the CONSULTANT or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the CONSULTANT or subcontractor will permit such representatives to interview employees during working hours on the job.

D. Scientific Research and Development and Copyright and Patent Rights.

If this Contract provides federal funds in support of scientific research and development, the CONSULTANT must comply with the requirements of 37 C.F.R. pt. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this Contract. The COUNTY shall hold the copyright to works produced or purchased under this Contract. FEMA and the Federal Government hold a royalty- free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a federal award or purchased under a federal award.

E. Clean Air Act and the Federal Water Pollution Control Act.

- 1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- 2) The CONSULTANT agrees to report each violation to the County, and understands and agrees that the County will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
- 3) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance money.

F. Debarment and Suspension (Certification Required – Exhibit E).

A completed certificate attached hereto titled "Certification Regarding Debarment and Suspension" (Exhibit E) is required prior to award. Upon request, the CONSULTANT agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after

Contract award.

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C. As such the CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The CONSULTANT must comply with 2 C.F.R. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, in addition to remedies available to the Federal Government serving as grantee and COUNTY as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The CONSULTANT must comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to CONSULTANT of this Certification completed by its suppliers, subcontractors and subconsultants.

G. Byrd Anti-Lobbying Amendment for Procurements Valued at or in Excess of \$100,000 (Certification Required – Exhibit F).

CONSULTANT(S) who apply or propose for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352 and 31 C.F.R. pt. 21. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the CONSULTANT, who in turn will forward the certification(s) to the awarding agency.

A completed certificate attached hereto titled “Certification Regarding Lobbying Byrd Anti-Lobbying Amendment” (Exhibit F) is required to be submitted with the proposal. Upon request, CONSULTANT agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and sub-consultants after Contract award.

H. EPA Form 6600-06 Regarding Lobbying.

CONSULTANT certifies, to the best of his or her knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the

CONSULTANT, 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 awarding of any Federal contract, the making of any Federal grant, loan, or cooperative agreement.

- 2) 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

I. Procurement of Recovered Materials (Applicable to Goods Valued Above \$10,000).

In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2) Meeting contract performance requirements; or
- 3) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The CONSULTANT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (48 C.F.R. § 52.204-25).

- 1) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical

security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- i. Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- ii. Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - a. Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - b. For reasons relating to regional stability or surreptitious listening;
- iii. Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- iv. Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- v. Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- vi. Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

2) *Prohibition*

- a. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The CONSULTANT is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph 3. of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- b. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

3) *Exceptions*. This clause does not prohibit CONSULTANTS from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

4) *Reporting requirements*

- a. In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONSULTANT is notified of such by a subcontractor at any tier or by any other source, the CONSULTANT shall report the information in paragraph 4.b. of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the CONSULTANT shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the CONSULTANT shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
- b. The CONSULTANT shall report the following information pursuant to paragraph 4.a. of this clause:
 - i. Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph 4.b.(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the CONSULTANT shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- 5) *Subcontracts*. The CONSULTANT shall insert the substance of this clause, including this paragraph 5. and excluding paragraph 2.b., in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

K. Domestic Preference for Procurements (2 C.F.R. 200.322).

As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials

produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

1) The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible pursuant 2 C.F.R. § 200.321(b)(1)-(5). The CONSULTANT, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs a. through e. of this section.

2) AFFIRMATIVE STEPS must include:

- a. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. Program Fraud and False or Fraudulent or Related Acts.

The CONSULTANT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this Contract. (31 U.S.C. Chapter 38).

N. Criminal Law/False Claims Act.

The False Claims Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from a CONSULTANT or subcontractor under the contract. (31 U.S.C. §§ 3729[3733).

The CONSULTANT understands that making false statements or claims in connection with this Contract is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

O. Compliance with Federal Laws.

This Contract is being funded in whole or in part with federal funds awarded to the COUNTY by the U.S. Department of the Treasury. The CONSULTANT shall comply with all applicable federal statutes, regulations, and executive orders. CONSULTANT shall insert the substance of this clause in all subcontracts and other contractual instruments.

P. Federal System for Award Management.

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (“SAM”) (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

Q. Mandatory Standards and Policies Relating to Energy Efficiency.

CONSULTANT is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. § 6201).

R. Federal Records Requirements.

- 1) The CONSULTANT shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the CONSULTANT’s place of business. Exceptions include:
 - a. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the

records have been resolved and final action taken.

- b. When the COUNTY has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
 - c. Records for equipment acquired with federal funds must be retained for five (5) years after final disposition.
 - d. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is not applicable to the COUNTY.
- 2) The following access to records requirements apply to this Contract:
- a. The CONSULTANT agrees to provide the COUNTY, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the CONSULTANT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to COUNTY policies and procedures, U.S. Department of the Treasury guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators.

S. Federal Conflict of Interest/Gift Policy.

- 1) Conflict of Interest: Notwithstanding any provision of Section 2-443 of the Palm Beach County Code of Ethics, no employee, officer or agent of the COUNTY may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a COUNTY contract.

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or

debarment of the CONSULTANT.

- 2) **Organizational Conflict of Interest:** If the CONSULTANT has a parent, affiliate, or subsidiary organization that is not a state government, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.
- 3) **Gift Policy:** Notwithstanding any provision of the Palm Beach County Code of Ethics, no vendor or CONSULTANT shall offer and no officer, employee, or agent of the COUNTY shall solicit or accept gratuities, favors, or anything of monetary value from CONSULTANTS or subcontractors.

T. Americans With Disabilities Act (ADA).

The CONSULTANT shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 35 – ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Solicitation; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Solicitation; (3) the federal award or funding document for this Solicitation; (4) the Super Circular, inclusive of 2 C.F.R. 200.317 – 200.326; (5) Palm Beach County Code 2-51 – 2-58; (6) the provisions of the EPA Assistance Agreement; (7) Exhibit G, the EPA Grant Application; and (8) all other documents, if any, cited herein or incorporated herein by reference.

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SCOPE OF WORK

1. INTRODUCTION

Palm Beach County's (PBC) Glades region includes the cities of Belle Glade, South Bay, and Pahokee and comprises some of the most climate-vulnerable and underserved communities in the US. The community struggles with poverty and poor health outcomes, which are exacerbated by limited transit, food, and employment access. Climate change impacts, including extreme heat and flooding, make it more challenging for residents to access outdoor spaces. Tree canopy coverage only ranges from 4% to 10% in the Glades region, compared to the recommended 35% for a healthy community. The County has completed landscape design to increase tree canopy coverage at six (6) County parks in the Glades. PBC and project partners will conduct tree plantings and tree giveaways to reduce extreme heat, flooding, and air pollution, while increasing food access.

Through the Resilient Glades Tree Campaign (RGTC), the Project Team will plant 376 trees across six (6) public parks to increase equitable access to shaded outdoor recreational areas. The Project will fund tree plantings at six (6) PBC Parks identified below.

- Canal Point Recreation Area
- Duncan Padgett Park
- John Stretch Park
- Glades Pioneer Park
- Triangle Park
- Paul Rardin Park

The Project will give away 2,000 trees to Glades residents to increase resident tree canopy coverage, including fruit-bearing trees to increase fresh food access. The Project will identify two (2) locations for urban orchards and will create one (1) urban orchard to increase community food resilience. The Project will also include outreach, education, tree maintenance, and workforce development for youth to learn how to plant and care for the trees. The Project will provide increased and equitable access to urban tree canopy and provide human health, environmental, and economic benefits in historically underinvested communities.

The planning processes should include collaboration with a wide variety of community stakeholders, including local elected officials, residents, businesses, economic and business development groups, non-profit organizations, environmental groups, and community groups. CONSULTANT shall promote equitable, community-driven planning processes, including direct outreach and involvement from vulnerable populations and those with limited digital access. It is critical that social equity and climate justice are included in the resulting project.

The U.S. Environmental Protection Agency (EPA) is funding \$1,000,000 of the project through an Environmental Justice Government to Government reimbursable grant. The CONSULTANT will be responsible for ensuring that the deliverables comply with EPA deadlines, timing, substance, and procedural requirements. Palm Beach County will also provide in-kind staff contributions to support the project.

2. PROJECT PURPOSE

Located approximately 35 miles west of the West Palm Beach coastal population centers, the Glades region is quite distinct geographically and in terms of economic and health opportunities for its residents. As of 2019, the Glades region has a population of 37,584, which is slightly less than 3% of the PBC population. The Glades region is comprised of 58% Black residents and 30% Hispanic residents (of any race).¹ PBC's overall poverty rate is 12.8%, but the Glades municipalities are 42% in Belle Glade, 38% in Pahokee, and 32% in South Bay.² In 2019, the average median earnings for workers in the Glades region was \$21,000. Workforce development and employment is a challenge for the area. According to the Centers for Disease Control (CDC) Social Vulnerability Index, the Glades region has the largest geographic concentration of highest overall social vulnerability in the County. The CDC defines social vulnerability as "a community's capacity to prepare for and respond to the stress of hazardous events."

The County's Office of Resilience conducted community workshops in Belle Glade and Pahokee, where residents shared that extreme heat and flooding are among their top concerns regarding climate change. Some residents explained that the parks lack tree canopy coverage, making it difficult to use the walking trails without the shade, relating to the fact that the County has one of the highest rates of heat-related deaths in Florida. In 2021, there were five (5) heat-related deaths, 39 heat-related hospitalizations, and 242 heat-related emergency department visits during the summer months in PBC, exacerbated by the lack of tree canopy coverage. Community Greening's Glades region tree canopy assessment, funded by Palm Health Foundation, shows an estimated 4% to 10% canopy coverage in the Glades, excluding large swaths of uninhabited agricultural land. Other parts of the County have over 25% tree canopy coverage; best practice is 35% tree canopy coverage.

The Resilient Glades Trees Campaign will address local environmental issues of extreme heat and stormwater flooding by increasing tree canopy coverage. The team will help reduce public health crises such as food deserts, through edible fruit tree giveaways and one (1) food orchard, as well as address health issues such as cardiovascular disease, obesity, and mental illness by increasing access to comfortable outdoor spaces.

3. ALLOCATION OF RESPONSIBILITIES

CONSULTANT will be responsible for helping the COUNTY deliver upon the Resilient Glades Tree Campaign Grant Application submitted to the U.S. Environmental Protection Agency. The application is attached in its entirety as Exhibit G.

Proposed dates and deadlines described in the grant application [Exhibit G] are estimates. Exhibit D has updated dates based on the resulting execution date of the contract between the EPA and the COUNTY. CONSULTANT must submit written/tangible deliverables to the COUNTY at least two (2) weeks before the deliverable due dates that the EPA requires of the COUNTY, so that the COUNTY has sufficient time to review before submitting to the EPA. CONSULTANT must meet deadlines that the EPA provides for all deliverables.

¹ Glades Region Community Health Assessment (2022)

² <https://www.hlcpbc.org/wp-content/uploads/2021/04/Palm-Beach-County-Affordable-Housing-Needs-Assessment-02.26.2021-Final.pdf>

3.1 COUNTY General Responsibilities:

1. Maintain financial records related to project activities.
2. Maintain project files.
3. Support CONSULTANT in carrying out deliverables.
4. Provide recommendations for available resources, data, and stakeholder lists.
5. Assist in coordinating between COUNTY department staff and CONSULTANT.
6. Attend stakeholder engagement meetings as necessary and appropriate.
7. Submit reimbursement requests to the EPA.
8. Provide signed and sealed planting plans from the County's on-staff Registered Landscape Architect.
9. Parks & Recreation Department staff will assist with the location and installation of the plantings.
10. The Office of Resilience staff will provide subject matter expertise on the environmental benefits from increased tree canopy coverage regarding climate change impacts and sustainability and provide support for community engagement.

3.2 CONSULTANT Responsibilities:

3.2.1 Grants Administration

1. Maintain financial records related to project activities.
2. Maintain project files.
3. Develop and manage project schedules.
4. Develop detailed project activity proposals. Complete projects in sufficient time in accordance with EPA deadlines.
5. Prepare documentation for the EPA.
6. Procure with sub consultants as needed, subject to contract terms with the COUNTY.
7. Prepare administration closeout report, among other required activities to implement the project.
8. Ensure compliance with all federal grant requirements.

3.2.2 Project Management

1. Maintain financial records related to project activities.
2. Maintain project files.
3. Manage project activities, schedules, and record review.
4. Prepare documentation for the EPA.
5. Prepare request for funds for submission.
6. Prepare administration closeout report among other required activities to implement the project.
7. Deliver all written / tangible deliverables to the COUNTY at least two (2) weeks before the required EPA due date, so that the COUNTY has sufficient time to review before sending to the EPA.

3.2.3 CONSULTANT Staff Responsibilities

1. Executive Director
 - a. Areas: Project Management, Community Outreach, Event Management, Nursery and Tree Inventory Management, Tree Maintenance and Care Management
 - b. Lead contact for the partnership between the Palm Beach County Office of Resilience and Community Greening.
 - c. Direct all staff activities related to the grant and conduct community outreach with residents, elected officials, and other stakeholders in the Glades region.
 - d. Lead staff for tree plantings and giveaways.
 - e. Manage the CONSULTANT'S communications with project partners regarding site plans, tree species selections, and maintenance expectations.
 - f. Manage the supply of trees and associated materials for plantings and giveaways.
 - g. Manage maintenance and care for trees planted in the Glades region through this grant.
 - h. Serve as technical advisor to staff and volunteers at assigned planting events and tree giveaway events.
2. Operations Director
 - a. Areas: Project Management, Financial Management and Reporting, HR, Contract Management
 - b. Lead administrative contact for financial management and reporting.
 - c. Manage the CFO and bookkeeper activities related to the grant.
 - d. Manage the hiring process for the CONSULTANT Volunteer and Community Outreach Coordinator.
 - e. Oversee consultant contracts.
 - f. Complete all office functions related to payroll, vendor payments, and insurance.
3. Engagement and Communications Director
 - a. Areas: Event Logistics, Community Outreach
 - b. Lead contact for event logistics for plantings and giveaways.
 - c. Promote all events through meetings, public announcements, earned media, social media, newsletters, and the Community Greening website.
 - d. Supervise volunteer registration for planting events, with assistance from the Volunteer and Outreach Coordinator.
4. Volunteer and Outreach Coordinator
 - a. Areas: Community Outreach, Resident Engagement
 - b. Serve as the local contact for Community Greening's urban forestry activities in the Glades region. They will attend public events and meetings, generating resident interest and soliciting feedback on upcoming events. They will participate in planting and giveaway events and assist with data collection and volunteer registration.
5. Tree Technician Manager
 - a. Areas: Tree Maintenance and Care, Event Labor Management, Staff Supervision
 - b. Ensure that maintenance and care activities for trees planted in the Glades region are carried out in accordance with directions.
 - c. Supervise the loading and delivery of trees, tools, and supplies for planting and giveaway events.
6. Program Manager (was Sr. Tree Technician/YTT Staff Co-Lead 1)
 - a. Areas: Youth Tree Team and Student Participation, Data Collection and Entry

- b. Work collaboratively with the contract youth development organization to direct students' participation in tree planting and giveaway events.
 - c. Oversee Youth Tree Team members' activities at events and assist with data collection and entry for giveaway recipients.
- 7. Sr. Tree Technician/Youth Tree Team Staff Co-Lead 2
 - a. Areas: Youth Tree Team and Student Participation, Tree Maintenance and Care
 - b. Assist with loading and delivery of trees, tools, and supplies for planting and giveaway events.
 - c. Assist with supervision of Youth Tree Team members' activities at events; the size of the current Team requires two (2) adults to drive students to events and oversee programming.
- 8. Urban Orchards Technician
 - a. Areas: Urban Orchards
 - b. Assist with assigned activities in urban orchard sites in the Glades region, including planting, maintenance, and care.

SCHEDULE OF PAYMENTS

Cost Shifting

The amounts specified within the Objectives above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement to designate payment points during the Agreement Period. However, this is not intended to restrict the County's ability to approve and reimburse allowable costs the CONSULTANT incurs providing the deliverables herein.

Prior written approval from the COUNTY's representative/liaison is required for changes to the above Objective amounts that do not exceed 20% of each Objective total funding amount. Changes that exceed 20% of each Objective total funding amount will require a formal written amendment request from CONSULTANT, as described in Article 25 (Modifications of Work) of the Agreement. Regardless, in no event shall the COUNTY reimburse costs of more than the total amount of this Agreement.

Objective 1: Tree Plantings in Palm Beach County Parks

Task(s) to be Completed:

Plant 376 trees across six (6) public parks to increase equitable access to shaded outdoor recreational areas.

- Canal Point Recreation Area
- Duncan Padgett Park
- John Stretch Park
- Glades Pioneer Park
- Triangle Park
- Paul Rardin Park

Completion Time: End of Contract Term

Compensation for Phase 1: \$369,239.00

Deliverables Required: Tree Plantings at six (6) sites, tree maintenance for 1 year.

Objective 2: Resident Tree Giveaways

Task(s) to be Completed:

Provide 2,000 trees to Glades residents to increase resident tree canopy coverage, including fruit-bearing trees to increase fresh food access.

Completion Time: End of Contract Term

Compensation for Phase 2: \$335,532.00

Deliverables Required: 2,000 trees given away to South Bay, Belle Glade, and Pahokee residents.

Objective 3: Urban Orchard

Task(s) to be Completed:

The Project will identify two (2) locations for urban orchards and will create one (1) urban orchard to increase community food resilience.

Completion Time: End of Contract Term

Compensation for Phase 3: \$59,181.00

Deliverables Required: Two (2) urban orchard locations identified. One (1) urban orchard created.

Objective 4: Youth Workforce Development

Task(s) to be Completed:

The Project will also include outreach, education, tree maintenance, and workforce development for youth to learn how to plant and care for the trees.

Completion Time: End of Contract Term

Compensation for Phase 4: \$105,117.00

Deliverables Required: At least five (5) local youth receive competitive hourly wages as they gain work experience in the green-collar sector and learn about urban forestry and community improvement.

Objective 5: Grant Administration and Project Management

Task(s) to be Completed:

Administer grant and manage projects. Meet with project teams. Provide documentation for EPA reporting.

Completion Time: End of Contract Term

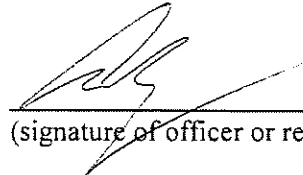
Compensation for Phase 5: \$130,931.00

Deliverables Required: Project schedule, project budget, monthly project & budget progress reports, annual progress report, meeting notes for project team and stakeholder meetings.

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of COMMUNITY GREENING CORP.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**



(signature of officer or representative)

ADRIENE TINES

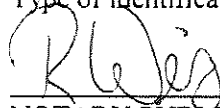
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 31 day of July, 2024, by Roxanne Wilson.

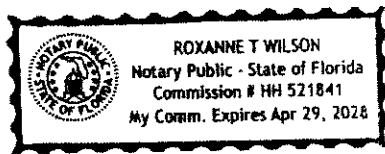
Personally known OR produced identification .

Type of identification produced _____



NOTARY PUBLIC

My Commission Expires:
State of Florida at large



(Notary Seal)

UPDATED SCOPE OF WORK TIMELINE FOR GRANT AGREEMENT

Grant Execution Date	7/21/2024
----------------------	-----------

Activity/Milestone	Months After Grant Execution	Timeframe
<i>Community Outreach/Workforce Development</i>		
Hire Volunteer and Outreach Coordinator	6	1/31/2025
Community Outreach Activities	Ongoing through 3-year grant period	
Contract with Youth Development Organization	Beginning at 3 months; Ongoing through 3-year grant period	
<i>Planting Events</i>		
Planting #1 – Public Park	9	4/30/2025
Planting #2 – Public Park	10	5/31/2025
Planting #3 – Public Park	11	6/30/2025
Planting #4 – Public Park	2	4/30/2026
Planting #5 – Public Park	22	5/31/2026
Planting #6 – Public Park	23	6/30/2026
Planting #7 – Fruit Bearing Trees	26	9/30/2026
<i>Tree Distribution Events</i>		
Tree Giveaway #1	4	11/30/2024
Tree Giveaway #2	6	1/31/2025
Tree Giveaway #3	9	4/30/2025
Tree Giveaway #4	14	9/30/2025
Tree Giveaway #5	18	1/31/2026
Tree Giveaway #6	21	4/30/2026
Tree Giveaway #7 (if needed)	26	9/30/2026
Tree Giveaway #8 (if needed)	30	1/31/2027
Tree Giveaway #9 (if needed)	33	4/30/2027

**CERTIFICATION REGARDING
DEBARMENT AND SUSPENSION**

Agreement # _____

THE BIDDER HEREBY CERTIFIES THAT:

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C. As such the bidder is required to verify that none of the bidder, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- b. The bidder must comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County. If it is later determined that the bidder did not comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to bidder of this Certification completed by its suppliers, subcontractors and subconsultants.

COMPANY NAME: _____

ADDRESS: _____

COMPANY'S AUTHORIZED OFFICIAL:

MARK CASSINI EXECUTIVE DIRECTOR

Print Name and Title



Signature

8/13/27

Date

**CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT**

Agreement # _____

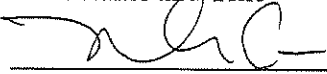
The undersigned Bidder certifies, to the best of his or her knowledge, that:

1. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

MARK CASSINI EXECUTIVE DIRECTOR
Print Name and Title


Signature

8/13/27
Date

**U.S. ENVIRONMENTAL PROTECTION AGENCY GRANT APPLICATION
TO SCOPE OF WORK/SERVICES**

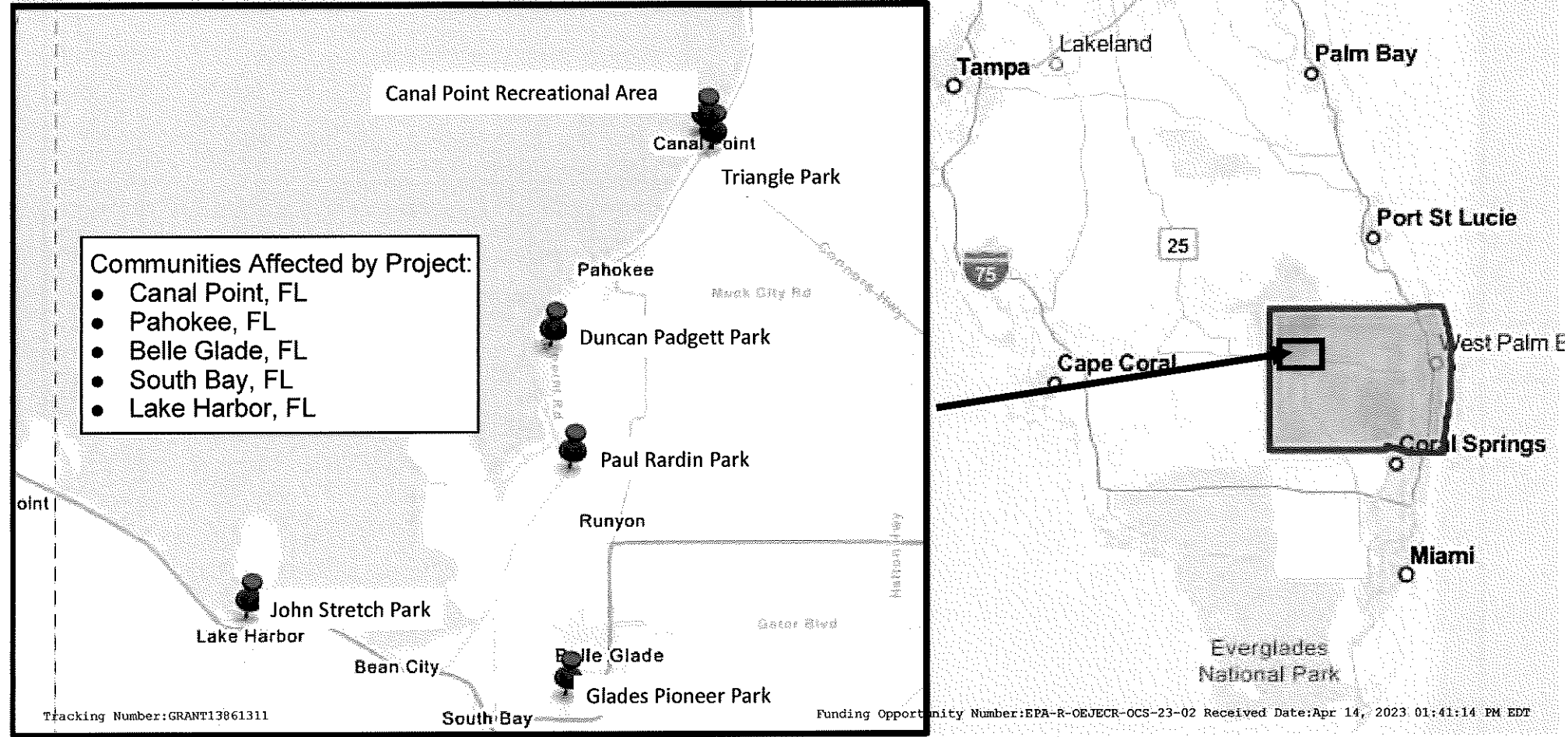
(Inserted as attachment consisting of 62 Pages)

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: 04/14/2023	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: County of Palm Beach		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000785	* c. UEI: XL2DNFMPCR44	
d. Address:		
* Street1: 301 N Olive AVE	<input type="text"/>	
Street2:	<input type="text"/>	
* City: West Palm Beach	<input type="text"/>	
County/Parish: Palm Beach	<input type="text"/>	
* State: FL: Florida	<input type="text"/>	
Province:	<input type="text"/>	
* Country: USA: UNITED STATES	<input type="text"/>	
* Zip / Postal Code: 33401-4700	<input type="text"/>	
e. Organizational Unit:		
Department Name: Office of Resilience	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: Megan	
Middle Name: S.	<input type="text"/>	
* Last Name: Houston	<input type="text"/>	
Suffix: <input type="text"/>	<input type="text"/>	
Title: Director, Office of Resilience		
Organizational Affiliation: Department Director		
* Telephone Number: 561-681-3812	Fax Number: <input type="text"/>	
* Email: mshouston@pbcgov.org		

Application for Federal Assistance SF-424			
* 9. Type of Applicant 1: Select Applicant Type:			
<input type="text" value="B: County Government"/>			
Type of Applicant 2: Select Applicant Type:			
<input type="text"/>			
Type of Applicant 3: Select Applicant Type:			
<input type="text"/>			
* Other (specify):			
<input type="text"/>			
* 10. Name of Federal Agency:			
<input type="text" value="Environmental Protection Agency"/>			
11. Catalog of Federal Domestic Assistance Number:			
<input type="text" value="66.312"/>			
CFDA Title:			
<input type="text" value="Environmental Justice Government-to-Government (EJG2G) Program"/>			
* 12. Funding Opportunity Number:			
<input type="text" value="EPA-R-OEJECR-OCS-23-02"/>			
* Title:			
<input type="text" value="Environmental Justice Government-to-Government Program (EJG2G)"/>			
13. Competition Identification Number:			
<input type="text"/>			
Title:			
<input type="text"/>			
14. Areas Affected by Project (Cities, Counties, States, etc.):			
<input type="text" value="1240-The Resilient Glades Tree Campaign Are"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
* 15. Descriptive Title of Applicant's Project:			
<input type="text" value="The Resilient Glades Tree Campaign"/>			
Attach supporting documents as specified in agency instructions.			
<input type="button" value="Add Attachments"/>	<input type="button" value="Delete Attachments"/>	<input type="button" value="View Attachments"/>	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant <input style="width: 80px;" type="text" value="FL-022"/>	* b. Program/Project <input style="width: 80px;" type="text" value="FL-020"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input style="width: 80px;" type="text" value="03/01/2024"/>	* b. End Date: <input style="width: 80px;" type="text" value="02/28/2027"/>
18. Estimated Funding (\$):	
* a. Federal	<input style="width: 150px;" type="text" value="1,000,000.00"/>
* b. Applicant	<input style="width: 150px;" type="text" value="0.00"/>
* c. State	<input style="width: 150px;" type="text" value="0.00"/>
* d. Local	<input style="width: 150px;" type="text" value="0.00"/>
* e. Other	<input style="width: 150px;" type="text" value="0.00"/>
* f. Program Income	<input style="width: 150px;" type="text" value="0.00"/>
* g. TOTAL	<input style="width: 150px;" type="text" value="1,000,000.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input style="width: 80px;" type="text"/>	
<input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
<small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
Authorized Representative:	
Prefix: <input style="width: 100px;" type="text"/>	* First Name: <input style="width: 200px;" type="text" value="Megan"/>
Middle Name: <input style="width: 200px;" type="text" value="S."/>	
* Last Name: <input style="width: 250px;" type="text" value="Houston"/>	
Suffix: <input style="width: 100px;" type="text"/>	
* Title: <input style="width: 350px;" type="text" value="Director, Office of Resilience"/>	
* Telephone Number: <input style="width: 150px;" type="text" value="561-6813812"/>	Fax Number: <input style="width: 150px;" type="text"/>
* Email: <input style="width: 350px;" type="text" value="MSHouston@pbcgov.org"/>	
* Signature of Authorized Representative: <input style="width: 150px;" type="text" value="Megan S Houston"/>	* Date Signed: <input style="width: 100px;" type="text" value="04/14/2023"/>

Areas Affected by the Project in Palm Beach County, FL





Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read instructions before completing form.

I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name:

Address:

City:

State: Zip Code:

B. Unique Entity Identifier (UEI):

C. Applicant/Recipient Point of Contact

Name:

Phone:

Email:

Title:

II. Is the applicant currently receiving EPA Assistance? Yes No

III. List all pending civil rights lawsuits and administrative complaints filed under federal law against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that alleged discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

V. List all civil rights compliance reviews of the applicant/recipient conducted under federal nondiscrimination laws by any federal agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.
 Yes No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).
 Yes No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

- VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R 5.140 and 7.95) Yes No
 - a. Do the methods of notice accommodate those with impaired vision or hearing? Yes No
 - b. Is the notice posted in a prominent place in the applicant's/recipient's website, in the offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? Yes No
 - c. Does the notice identify a designated civil rights coordinator? Yes No
- VIII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or disability status of the population it serves? (40 C.F.R. 7.85(a)) Yes No
- IX. Does the applicant/recipient have a policy/procedure for providing meaningful access to services for persons with limited English proficiency? (Title VI, 40 C.F.R. Part 7, *Lau v Nichols* 414 U.S. (1974)) Yes No
- X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.

Pamela Guerrier, Director, Office of Equal Opportunity
 301 N. Olive Avenue, 10th FLR, West Palm Beach, FL 33401
 Email:PGuerrie@pbcgov.org, Fax:561-355-4932, Telephone:561-355-4884

- XI. If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or applicant's/recipient's website address for, or a copy of, the procedures.

Yes, <https://discover.pbcgov.org/equalopportunity/Pages/Equal-Employment.aspx> ; <https://discover.pbcgov.org/equalopportunity/Pages/Brochures-and-Forms.aspx>

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official	B. Title of Authorized Official	C. Date
Megan S Houston	Director, Office of Resilience	04/14/2023

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. *Signature of Authorized EPA Official	B. Title of Authorized Official	C. Date

Instructions for EPA FORM 4700-4 (Rev. 04/2021)

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment). Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities. The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission. Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution. 40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972. 40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

Items "Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Recipient" means any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution, organizations, or other entity, or any person to which Federal financial assistance is extended directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. 40 C.F.R. §§ 5.105, 7.25. "Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed. "Civil rights compliance review" means: any federal agency-initiated investigation of a particular aspect of the applicant's and/or recipient's programs or activities to determine compliance with the federal non-discrimination laws. Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable." In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

Project Narrative File(s)

* **Mandatory Project Narrative File Filename:**

To add more Project Narrative File attachments, please use the attachment buttons below.

The Resilient Glades Tree Campaign Application Workplan

1.0 Program Objectives

a. Project Summary

Applicant Information: County of Palm Beach, FL: Megan Houston, 2300 N. Jog Rd, 4th Floor, West Palm Beach, FL 33411. Phone: (561) 681-3812; Email: mshouston@pbc.gov.

Environmental Issues: Urban heat islands and extreme heat, flooding, air pollution

Project Abstract: The Glades region of Palm Beach County (PBC) includes the cities of Belle Glade, South Bay, and Pahokee and comprises some of the most climate-vulnerable and underserved communities in the US. The community struggles with poverty and poor health outcomes, which are exacerbated by limited transit, food, and employment access. Climate change impacts, including extreme heat and flooding, make it more challenging for residents to access outdoor spaces. Tree canopy coverage only ranges from 4 to 10% in the Glades region, compared to the recommended 35% for a healthy community. PBC has completed landscape design to increase tree canopy coverage at six (6) County parks in the Glades. PBC and project partners will conduct tree plantings and tree giveaways to reduce extreme heat, flooding, and air pollution while increasing food access. Through the Resilient Glades Tree Campaign (“Project”), the Project Team will plant 376 trees across six (6) public parks to increase equitable access to shaded outdoor recreational areas. The Project will give away 2,000 trees to Glades residents to increase resident tree canopy coverage, including fruit-bearing trees to increase fresh food access. The Project will identify two (2) sites for urban orchards and will ultimately develop one (1) urban orchard to increase community food resilience. The Project will also include outreach, education, tree maintenance, and workforce development for youth to learn how to plant and care for the trees. The Project aligns with the Justice40 Initiative, providing increased and equitable access to urban tree canopy and providing human health, environmental, and economic benefits in historically underinvested communities.

Project Type: Tree plantings and giveaways, community engagement, and workforce development.

Underserved Communities and/or Vulnerable Populations Addressed: Glades Region in western PBC, Florida.

Special Considerations: Climate Change/Disaster Resiliency because the Project mitigates extreme heat and flooding. Rural Areas because the population in the Glades region, as of 2019, is 37,584 people, and Florida has designated the Glades municipalities as Rural Areas of Opportunity.¹

Project Partners: Community Greening (community-based organization); Cities of Belle Glade, South Bay, and Pahokee (municipalities); Palm Health Foundation (civic and philanthropic organization); and Florida Clinicians for Climate Action (public health organization).

¹ <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>

Project QAPP? No, not applicable.

b. Disproportionate Environmental and Public Health Issues Impacting Underserved Communities

Glades Region and Disproportionate Environmental and Public Health Impacts

Located approximately 35 miles west of the West Palm Beach coastal population centers, the Glades region is quite distinct geographically and in terms of economic and health opportunities for its residents. As of 2019, the Glades region has a population of 37,584, which is slightly less than 3% of the PBC population. The Glades region is comprised of 58% Black residents and 30% Hispanic residents (of any race).² PBC's overall poverty rate is 12.8%, but the Glades municipalities are 42% in Belle Glade, 38% in Pahokee, and 32% in South Bay.³ In 2019, the average median earnings for workers in the Glades region was \$21,000. Workforce development and employment is a challenge for the area. According to the Centers for Disease Control (CDC) Social Vulnerability Index, the Glades region has the largest geographic concentration of highest overall social vulnerability in the County. The CDC defines social vulnerability as "a community's capacity to prepare for and respond to the stress of hazardous events."

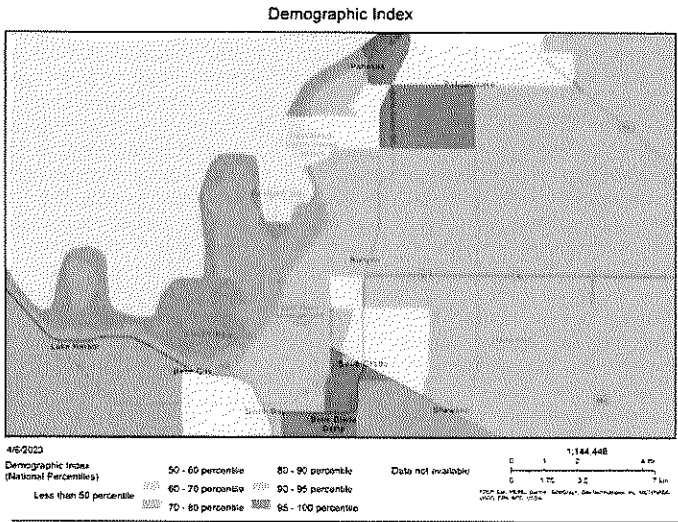
PBC is one of the most vulnerable communities in the United States to climate change impacts and hazards, including sea level rise, extreme heat, extreme precipitation, nuisance flooding, and saltwater intrusion. As a coastal community with a mean elevation of ~15 feet above sea level and a gravity-fed canal drainage system, sea level rise exacerbates drainage and flooding issues. The County is working to mitigate climate change impacts by reducing carbon and other greenhouse gas emissions through energy efficiency and renewable energy measures, but will continue to experience extreme climate challenges that will further stress the Glades region.

The PBC Office of Resilience (OOR) conducted community workshops in Belle Glade and Pahokee, where residents shared that extreme heat and flooding are among their top concerns regarding climate change. Some residents explained that the parks lack tree canopy coverage, making it difficult to use the walking trails without the shade, relating to the fact that the County has one of the highest rates of heat-related deaths in Florida. In 2021, there were five (5) heat-related deaths, 39 heat-related hospitalizations, and 242 heat-related emergency department visits during the summer months in PBC, exacerbated by the lack of tree canopy coverage. Community Greening's Glades region tree canopy assessment, funded by the Batchelor Foundation through a collaborative grant with the National Wildlife Refuge Association, shows an estimated 4% to 6% canopy coverage in the Glades, excluding large swaths of uninhabited agricultural land. Other parts of the County have over 25% tree canopy coverage; best practice is 35% tree canopy coverage.

Glades residents have reported to the PBC OOR that flooding is a challenge for them; not just during hurricanes but also as a result of significant stormwater and wastewater infrastructure challenges due to its soil conditions and other factors. The City of Belle Glade has been awarded

² Glades Region Community Health Assessment (2022)

³ <https://www.hlcpcb.org/wp-content/uploads/2021/04/Palm-Beach-County-Affordable-Housing-NeedsAssessment-02.26.2021-Final.pdf>

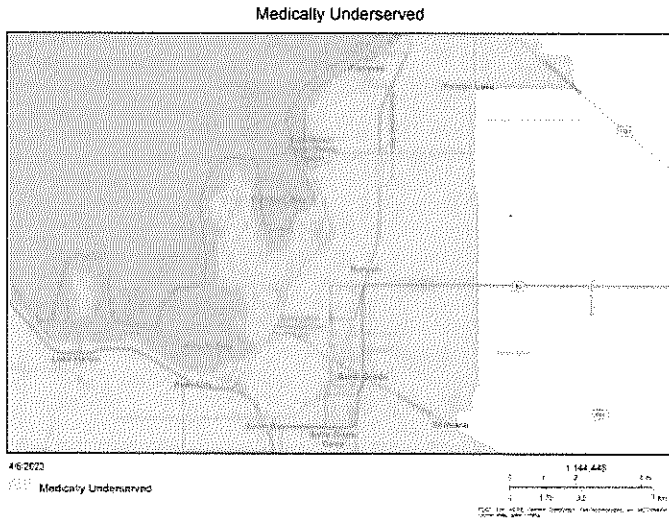


state funding to conduct a flooding and sea level rise vulnerability assessment of critical City-owned facilities, including its City Hall, parks, emergency facilities, community centers, schools, health centers, stormwater facilities, and roadways. The study will identify deficiencies and recommend community resiliency improvements to respond to flooding, severe storm events, natural disasters, and sea level rise.

Regarding health impacts, in PBC, 10.8% of residents lack consistent

access to nutritious food,⁴ which exceeds the 10.2% national average,⁵ as 20% of PBC children go hungry every day.⁶ In 2020, nearly 200,000 PBC residents received Supplemental Nutrition Assistance Program (SNAP) benefits.⁷ PBC’s Hunger Relief Plan found that PBC communities most susceptible to food access challenges are communities of color, low-income families, unemployed people, and people lacking adequate transportation,⁸ all of which describe the demographics in the Glades region.

The leading causes of death in the Glades region includes cardiovascular diseases, cancer,



nutritional and metabolic diseases, and respiratory diseases.⁹ In 2020, 3.7% of all emergency room visits (18,264) in the County occurred in the Glades, despite its population accounting for less than 3% of the County.¹⁰ Although PBC is not designated as rural by federal entities, the state of Florida has designated the Glades Region as a priority rural area with critical economic concern as well as South Bay, Belle Glade, and Pahokee. Rural residents in PBC have a higher rate of chronic health conditions (such as heart

⁴ <https://feedingsouthflorida.org/>

⁵ <https://www.ers.usda.gov/data-products/ag-and-food-statistics-charting-the-essentials/food-security-and-nutrition-assistance/>

⁶ Palm Beach County Food Bank, <https://www.pbcfoodbank.org/>

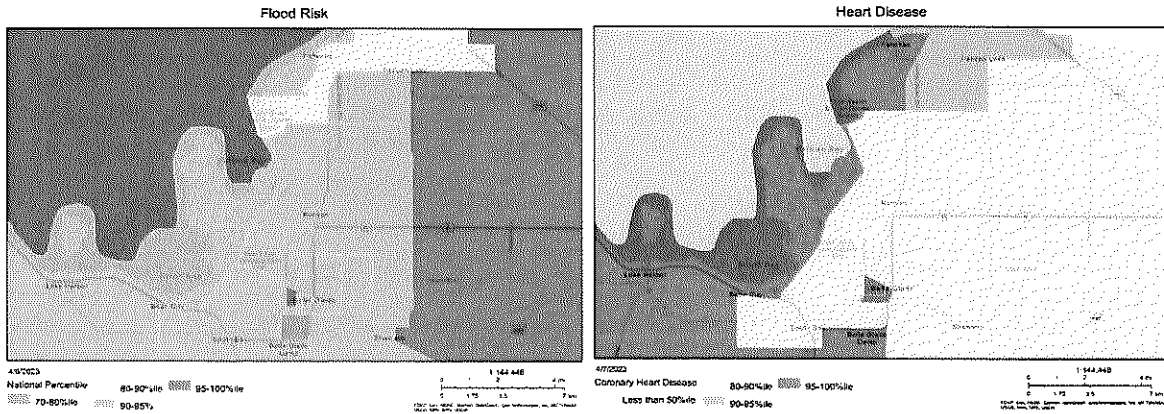
⁷ US Census

⁸ <https://unitedwaypbc.org/wp-content/uploads/2018/08/Palm-Beach-County-Hunger-Relief-Strategic-Plan1.pdf>

⁹ Health Council of Southeast Florida, Glades Region Community Health Assessment (2022)

¹⁰ Health Council of Southeast Florida, Glades Region Community Health Assessment (2022)

disease, COPD, cancer, hypertension, stroke, diabetes, suicide, and obesity) and lower life expectancy when compared to urban residents.¹¹



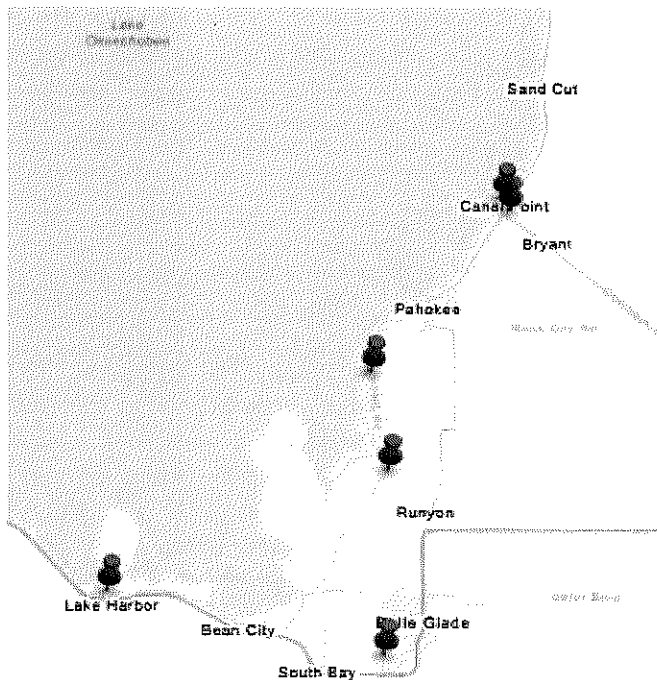
Local Environmental and Public Health Issues the Project Will Address

The Resilient Glades Trees Campaign will address local environmental issues of extreme heat and stormwater flooding by increasing tree canopy coverage. The team will help reduce public health crises such as food deserts through edible fruit tree giveaways and one (1) food orchard, as well as address health issues such as cardiovascular disease, obesity, and mental illness by increasing access to comfortable outdoor spaces. The Project will fund tree plantings at six (6) PBC Parks identified below.

PBC Parks for Tree Planting:

- Canal Point Recreation Area
- Duncan Padgett Park
- John Stretch Park
- Glades Pioneer Park
- Triangle Park
- Paul Rardin Park

Palm Beach County has received funding through both the Florida Department of Commerce (FloridaCommerce) and the Florida Department of Environmental Protection (DEP) for a climate change vulnerability assessment and resilience action plan that includes the Glades region. As previously mentioned, Belle Glade has



¹¹ <https://www.hcsef.org/lake-okeechobee-rural-health-network/lake-okeechobee-rural-health-network.html>

also received DEP funding to complete a climate change vulnerability assessment to identify flooding and sea level rise risks and increase its community resilience to those threats. In 2022, Lakeside Medical Center and the Health Care District of Palm Beach County published a Glades Region Community Health Needs Assessment to identify challenges and opportunities for increasing public health in the Glades region. In addition, the State Department of Health is supporting public health research in the Glades region.

Local Environmental and Public Health Project Results

Tree canopies and food orchards have numerous positive effects on the environment and community public health, including reducing climate change impact, food security, and health expenditures while increasing environmental justice and living standards. The Resilient Glades Tree Campaign will provide critical shade in community parks and increase residential tree canopy coverage through tree giveaway programs. The Campaign will provide fruit-bearing, edible trees as giveaway options and pilot one (1) small food orchard demonstration project. This Campaign will achieve results as described below.

The Resilient Glades Tree Campaign will help address climate change impacts by mitigating air pollution, extreme heat, and flooding. Trees sequester carbon dioxide and absorb many air pollutants (including carbon monoxide, ozone, nitrogen dioxide, sulfur dioxide, and particulate matter 2.5 micrometers and smaller) from the atmosphere and store it in their tissues, which helps to decrease atmospheric carbon dioxide and improve air quality. Food forests are diverse ecosystems of edible plants and trees that will promote soil health, which is essential for long-term carbon storage.

Trees have a significant cooling effect as well. By providing shade, they block solar heat from reaching buildings and heat-retaining surfaces like concrete sidewalks, while the process of evapotranspiration (evaporation of water from plant surfaces, which lowers temperatures in a similar way to how sweating does) contributes as well. Thus, trees play a key role in combating urban heat islands, saving energy and expenses in cooling building interiors while also increasing comfort for residents. Strategically placed trees at the County's parks facilities along walking paths will make the trails more comfortable and increase their use. This project aims to increase average tree canopy coverage in these six (6) PBC parks by approximately 13%. The tree canopies also distribute rainwater over a wider area, while their root systems increase the amount of water absorbed into the ground, acting as a natural form of flood control and protecting infrastructure while decreasing stormwater runoff and soil erosion.

The Resilient Glades Tree Campaign will also support improved community health in the region. This project aims to result in increased food access to healthy foods by encouraging food forests and residential fruit-bearing tree giveaways. Once these trees reach maturity, they will produce approximately 40,000 lbs. per year of fresh produce. Food forests with fruit trees provide a sustainable and affordable source of fresh, healthy food in areas where access to nutritious food is limited. The Project Team will identify two (2) locations suitable for food orchard demonstration projects to benefit the community; and will implement one (1) urban orchard site. The Resilient Glades Tree Campaign will increase equitable access to green spaces by making the walking trails more usable and comfortable through strategic shade tree plantings. This will

lead to increased physical activity in the Glades region, which will reduce rates of obesity, diabetes, and heart disease. Time spent in parks can help decrease stress and anxiety by half.¹²

c. Organization's Recent Efforts to Directly Support Underserved Communities

Recent PBC Efforts to Support and Build Relationships with Glades Region

Palm Beach County has provided significant direct support to the Glades region to support affordable housing and provide park space, which further strengthens the County's relationship with the Glades community as a trusted partner. PBC has an extensive affordable housing need, and the County provides ongoing housing support, such as mortgage assistance, to help first-time homebuyers acquire housing. Emergency repair funding and utility assistance are also provided countywide to help preserve existing affordable housing and ensure that residents stay in their homes. The County also specifically funds affordable housing projects in the Glades. In the last five (5) years, the County's Department of Housing and Economic Development (DHED) has provided and helped acquire \$1,776,947 in Housing and Commercial Structure assistance in the Glades region.¹³ In November 2022, the Board of County Commissioners (BCC) approved \$2.5M in funding to improve 534 farm labor housing residences in Belle Glade. This funding will be added to the \$10.6M already provided by the U.S. Department of Agriculture (USDA).

PBC is committed to providing high-quality outdoor recreational opportunities to the residents of the Glades region and ensuring PBC residents are within a 10-minute walk of a park. Individuals of all ages and abilities participate in various activities aimed at promoting healthy and happy living. These activities include recreation and outreach programs, which highlight community resources, healthy lifestyles, wellness activities, access to mobile recreation, use of athletic fields and wellness amenities, pavilions, and indoor spaces for group gatherings. PBC has recently constructed additional improvements within Glades Pioneer Park to increase access to greenspace and outdoor recreational spaces. The latest improvements were completed in 2022 with the installation of a new synthetic turf multipurpose field, a neighborhood center, and restroom facilities. The PBC Parks Department worked directly with the Orange Bowl Committee in the design and construction of the park and involved the input of the City of Belle Glade, the City of South Bay, and local businesses. The associated economic impact includes \$29.5M in annual healthcare cost savings and providing out-of-school programming for 2,500 youth.

Together the County and United Way of PBC (UWPBC) created the PBC Hunger Relief Plan, with input from over 60 community agencies, to identify solutions to end hunger. During COVID-19, UWPBC created the PBC Food Finder to connect individuals seeking food resources to sites near them in a quick and accessible way. Through the County's Extension Office, PBC provides research-based education to citizens, organizations, and businesses engaged in agriculture, horticulture, human sciences, and youth development. Ongoing programs include

¹² Sallis JF and Spoon C, University of California, San Diego, *Making the Case for Designing Active Cities*, Active Living Research, Technical Report, February 2015, 12.

¹³ <https://discover.pbcgov.org/HED/PDF/Special%20Projects/GLDS%20PROJ%20TRACKING%20FY2021-22.pdf>

Family & Consumer Sciences focused on food and nutrition education to help residents receiving SNAP benefits cook nutritious meals.

PBC Work and Results to Address Glades Environmental and Public Health Issues

PBC directly engages with underserved communities and the organizations that work to support them. The County's Office of Revitalization (OCR) prioritizes working with historically disadvantaged communities. Through its Neighborhood Engagement and Transformation (NEAT) grants program, OCR provides up to \$10,000 to neighborhood-based groups and/or organizations for resident-driven neighborhood improvement projects. In the last five (5) years, \$179,400 has been awarded to Glades communities by NEAT, which includes projects that provide environmental and public health neighborhood improvements. For example, in 2022, Glades Family Inc. was awarded \$10,000 to create a community garden to produce organically grown fresh vegetables and fruit for residents in the Glades. KTM Youth and Community Network, LLC was awarded \$20,000 to 1) purchase and install a community garden with raised beds, benches, tables, and chairs for nutritional workshops (\$10,000); and 2) purchase and install a new sign and a memorial bench to bring awareness to the history of the Cox Community Park (\$10,000). In 2023, Student Aces, Inc. was awarded \$10,000 to purchase items and procure services to create a butterfly garden with picnic benches at the Student Aces Center. Each applicant has a year to complete the project, and County staff provides ongoing technical assistance, outreach, and resources to all communities involved to maintain engagement.

The County's Parks and Recreation Department (PRD) has worked directly with the three (3) municipal PRDs, Palm Health Foundation's "Healthier Glades" initiative, and other community-based organizations to collect feedback and identify the specific needs of community residents in the Glades Region. These have included access to recreational facilities, organized group fitness classes, health education, and more diverse youth and adult sports programs. As a result of collaborative efforts, PRD developed and implemented a variety of sports and wellness programs such as Glades Boot Camp, Walk With Ease, Youth Lacrosse, Adult Soccer, Drop-In Recreation, and more. Over the past five (5) years, PRD has increased the number of programs and services in the Glades Region by 250% and has helped address the disproportionate public health burdens that many Glades residents experience regarding obesity, cardiovascular issues, asthma, and mental wellness.

Ways that Glades Residents Have Been Part of Decision-Making Process of PBC Efforts

PBC's OCR is dedicated to increasing communication and participation with Glades Communities, organizations, and residents on both Glades and Countywide matters through formal agreements, appointed committees, County programs, and other information efforts. OCR oversees the Glades Technical Advisory Committee (GTAC), whose mission is to provide a regional perspective and serve in an advisory role for planning efforts affecting the Glades communities. OCR Director Houston Tate conducts monthly community engagement meetings through GTAC, and the feedback from these meetings helps inform County planning and strategic development while maintaining key community relationships. GTAC also increases Glades resident and local leaders capacity to engage with PBC on relevant environmental and public health issues. The forums provide Glades residents with the necessary background education to

understand local issues and a direct connection with local decision-makers, which fosters meaningful community engagement.

The County's PRD works directly with local municipalities, user groups, and community organizations in programming a variety of activities such as field programming for youth and adult play, which occur within each of the parks. In working with Healthier Glades, the Department has participated in Town Hall sessions to hear directly from residents about ideas for solutions to health issues they are facing, and also about the support needed in order to implement these solutions. Additionally, the Department began meeting bi-monthly with local community-based organizations (CBOs) and municipality PRDs to share information regarding community needs and to discuss collaborative solutions to address them. This has helped to create and evaluate PRD programming and services to ensure that the community needs are met. Through these collaborative efforts and strategic partnerships, the County has been able to increase capacity and resources, maintain ongoing relationships, and increase services within the Glades Region communities.

In 2022, PBC's OOR partnered with County Departments and a local nonprofit, Community Partners of South Florida, to build residential capacity for climate resiliency planning in underserved communities that are most vulnerable to climate change and least able to adapt. Two of the three workshop sites were in the Glades, in Pahokee and in Belle Glade, where the team provided meaningful community engagement that valued lived experience and individual perspective. The County is using this information to develop a resilience plan with community-specific policies that decision-makers can implement to address the disproportionate impact that climate change has on communities experiencing health disparities and environmental injustice. During the workshops, the group discussed local climate change impacts and prepared residents to provide community input on climate risk assessments and resilience action planning. The team provided stipends, food, childcare, and translation services so that residents had a more equitable opportunity to participate. The input received from residents was used to develop a countywide survey, which is currently being distributed to identify community assets, priorities, and impacts currently felt from climate change. The Glades residents identified a lack of tree canopy and shade as a critical issue, which directly led to the team applying for this EPA EJG2G grant. The Project Team will invite these participants to Resilient Glades Tree Campaign events to maintain and further develop the relationship with these underserved communities.

In 2022, the Children's Services Council and Palm Health Foundation hosted community capacity-building workshops. The Glades residents who participated learned of Community Greening's programming and requested that the urban forestry non-profit address their lack of tree canopy coverage. Glades residents led Community Greening staff on a tour of the Glades, showing the lack of tree canopy coverage and potential planting sites, including three (3) public schools, a community garden, and a food distribution site.

d. Project Linkages

The Glades Resilient Trees Campaign will support EPA’s Strategic Plan Goal 2, Objective 2.1¹⁴, by aligning with the EPA’s strategies to build capacity and climate resilience and maximize benefits to overburdened and underserved communities. The Glades region includes some of the most poverty-stricken areas in Florida, which struggle with economic mobility and overall health, and includes some of the most underserved communities in the nation. Communities of color comprise the majority of the demographic in the Glades region. In PBC, black and Hispanic populations are disproportionately burdened compared to white residents for numerous economic and health indicators. For example, twice as many black children score “very low” on the Health and Environment Index as compared to white children.¹⁵ Additionally, cities in the Glades region only have 4 to 10% of tree canopy coverage, showing significant underinvestment in shaded green space.

The Glades Resilient Tree Campaign will prioritize these overburdened and underserved communities by directly investing in the community and providing tree resources to Glades residents. The Project Team will work with community members and non-profit community organizations to conduct meaningful engagement on tree canopy coverage benefits, tree planting strategies, and preferred tree species for tree giveaways and will provide a diverse amount of benefits that will mitigate past inequities and improve conditions for next generations. The Project Team will build community capacity to withstand climate change impacts by reducing the effects of urban heat islands and mitigating flooding.

e. Partner and Collaborate

The Resilient Glades Tree Campaign is a collaboration of a diverse group of accomplished, well-respected Glades partners, including the County Parks and Recreation Department (PRD), the County Office of Resilience (OOR), a community-based organization, a health foundation, a public health specialist, and municipalities. The Project Team will accomplish its goals of increasing tree canopy coverage to reduce extreme heat, increase food access, encourage outdoor recreation, and promote workforce development by collaborating with the partners to promote the Project through grassroots outreach, resident engagement, and CBO engagement.

Palm Beach County (local County government, grant applicant)

The County PRD has identified six (6) County-owned and operated parks in the Glades that need increased tree canopy coverage and has completed a “re-greening” landscaping plan and plant schedule for the six (6) locations. The County will provide signed and sealed planting plans from the County’s on-staff Registered Landscape Architect. PRD staff will be responsible for assisting with the location and installation of the plantings. The County’s OOR will provide subject matter expertise on the environmental benefits from increased tree canopy coverage regarding climate change impacts and sustainability and provide support for community engagement.

Partner: Community Greening (community-based organization);

¹⁴ <https://www.epa.gov/planandbudget/strategicplan>

¹⁵ http://securingourfuturepbc.org/pdf/PHF_Data_on_Equity_in_child_opportunity.pdf

Community Greening is the local community-based organization that will manage the project as well as lead community outreach and education efforts related to the benefits of a healthy tree canopy in the Glades. Community Greening will engage residents, students, and community leaders in activities designed to equitably increase the tree canopy in the Glades area, including 1) tree planting events in public parks to increase equitable access to shaded outdoor recreational areas; and 2) tree giveaway events to increase resident tree canopy coverage, including fruit-bearing trees to increase food access. This partnership directly aligns with the mission of Community Greening, as it was founded in 2016 as a positive, proactive, community-centered approach to address the ecological and human risks associated with climate change. Community Greening's vision is to create an engaged community by creating sustainable greenspaces and a vibrant tree canopy to equitably strengthen our environment.

Partner: Palm Health Foundation (civic and philanthropic organization)

Palm Health Foundation will support community engagement activity through its community partners, Healthier Glades and Glades Life civic organizations, and will host community events, help coordinate tree giveaways, and support youth participating in the program. Palm Health Foundation brings resources of being a trusted community leader and partner to Glades residents and community organizations. Palm Health Foundation has a vested interest in this partnership because its mission is to support community health initiatives that promote the adoption of healthy lifestyles and tackle the social, economic, and environmental factors that impact health in our neighborhoods.

Partners: Cities of Belle Glade and Pahokee (municipalities)

The Cities of Belle Glade, South Bay, and Pahokee will support the Project through community engagement while encouraging residents to participate in tree giveaway events and promoting the importance of increasing tree canopy coverage. The project aims to prolong trust with Glades residents and community organizations by leveraging the resources of the Cities. The Cities have vested interests in bringing investments to the Glades that improve environmental and public health.

Partner: Florida Clinicians for Climate Action (public health organization)

Florida Clinicians for Climate Action (FCCA) will support community engagement activity by providing subject matter expertise on the health impacts of extreme heat and the health benefits of increased tree canopy. FCCA's Dr. Catherine Toms brings resources of being a trusted community leader and expert on the intersection of public health and climate change impacts. FCCA has a vested interest in this partnership because its mission is to organize leaders to protect public health from climate change impacts.

Maintaining and Sustaining Partner Relationships

The PRD will continue its bi-monthly meetings with Glades CBOs and municipal park partners to share information regarding community needs and discuss collaborative solutions to address these needs. PRD will continue to work with the Project Team and Glades residents to ensure that the park's facilities are providing equitable, enjoyable, and comfortable outdoor recreation spaces. The County's OOR will continue to work with the Project Team to identify and pursue

additional funding opportunities in the Glades region that help increase climate resilience and sustainability.

2.0 Program Activities / Milestone Schedule / Detailed Budget Narrative

a. Project Activities

Community Outreach/Workforce Development

Community Greening will build upon existing relationships with stakeholders in the Glades area (e.g., Stand Firm Outreach, Crossroads Academy, Healthier Glades, Glades Life, Federation of Families, Belle Glade Mayor's Office) and establish connections with other stakeholders and community leaders in municipal governments, and at area nonprofit organizations, social groups, places of worship, schools, service clubs, and other resident groups as applicable. Community Greening will share results from the recent tree canopy assessment for the Tri-City region, provide information on urban forestry and climate resilience initiatives and resources, solicit feedback on potential planting and distribution sites, and address any community concerns related to the project and trees in general.

Community Greening will hire a Volunteer and Outreach Coordinator with established connections within and commitment to the Glades area to ensure resident engagement and the alignment of events with community desires. The Coordinator will receive training and professional development related to urban forestry, climate resilience, and program and volunteer coordination and management.

Community Greening will also contract with a locally led youth development organization to support planting events and tree giveaways and help water and maintain newly planted trees in neighborhood parks. The students will receive competitive hourly wages as they gain work experience in the "green collar" sector and learn about urban forestry and community improvement.

Planting Events

Community Greening will collaborate with the County to plant 376 trees at six (6) County-managed parks in the Glades region: Canal Point Park, Triangle Park, Duncan Padgett Park, John Stretch Memorial Park, Paul Rardin Park, and Glades Pioneer Park.

Community Greening will maintain open communication with the County's Parks Representatives through emails, phone calls, video conferences, and in-person meetings as needed. Project leads will discuss tree planting locations, tree size and species selections, maintenance expectations, and project timelines and milestones. Community Greening will conduct site walkthroughs and coordinate with local police and fire departments as needed for traffic control.

Community Greening will promote the planting event through meetings, public announcements, earned media, social media, and its newsletter and website. Volunteer registration will be available online ahead of the event and can be completed in person on the day of the event.

Community Greening's tree planting parties are family-friendly events with a festive atmosphere of civic engagement. Dancing along to music provided by a local DJ, volunteers plant Florida native trees, which will provide shade, filter stormwater, and improve air quality for years to come. On the day of the event, Community Greening will supply tools, gloves, water, and refreshments for the volunteers. Tree experts will discuss the benefits of trees and demonstrate best practices for tree planting.

Following the event, Community Greening will stake, mulch, weed, and water trees during the maintenance period. Tree planting data will be recorded and tracked in Tree Plotter, an online subscription database to track tree species, location, and survival rate, which also calculates the eco-benefits of the tree plantings using i-Tree software. The eco-benefits tracked include total annual benefits (dollar amount); energy conserved (kwh/year); stormwater filtered (gal/year); air quality improved lbs per year); and carbon dioxide removed. Tree Plotter data is publicly available through a link on Community Greening's website.

During the grant period, Community Greening will also work collaboratively with the Project Team to identify an appropriate site for two (2) urban orchards and implement one (1) of them. Depending on site characteristics and other factors (e.g., soil composition, availability of water and resources for ongoing care, species desired by area neighbors), Community Greening will plant a limited number of fruit-bearing trees to increase free local access to fresh food.

Tree Giveaway Events

Community Greening will host an estimated minimum of six (6) tree distribution events at sites and times identified as optimal by stakeholders in the Glades area. Community Greening has conducted dozens of successful "sold-out" tree giveaways across South Florida.

Each household will be eligible to select a limited number of trees from species suitable for the local growing conditions and will receive information regarding species and requirements. Trees are 3-gallon in size to ensure that residents can fit them in their car or easily manage the walk home. Providing both fruit trees and Florida native trees encourages attendance and excitement among area residents.

Residents provide their address during the registration and eligibility confirmation process, and the species of tree they have received is tracked and recorded in their publicly available online tree asset management software and database ("Tree Plotter") described above.

Similar to planting events, Community Greening will promote the giveaway events in coordination with project partners through social media, press releases, blog posts, and community calendars.

b. Milestone Schedule

Activity/Milestone	Timeframe
<i>Community Outreach/Workforce Development</i>	
Hire Volunteer and Outreach Coordinator	January 2025
Community Outreach Activities	Ongoing through 3-year grant period
Contract with Youth Development Organization	Beginning Fall 2024
<i>Planting Events</i>	
Planting #1 – Public Park	Spring 2025
Planting #2 – Public Park	Spring 2025
Planting #3 – Public Park	Summer 2025
Planting #4 – Public Park	Spring 2026
Planting #5 – Public Park	Spring 2026
Planting #6 – Public Park	Summer 2026
Planting #7 – Fruit Bearing Trees	Fall 2026
<i>Tree Distribution Events</i>	
Tree Giveaway #1	Fall 2024
Tree Giveaway #2	Winter 2025
Tree Giveaway #3	Spring 2025
Tree Giveaway #4	Fall 2025
Tree Giveaway #5	Winter 2026
Tree Giveaway #6	Spring 2026
Tree Giveaway #7 (if needed)	Fall 2026
Tree Giveaway #8 (if needed)	Winter 2027
Tree Giveaway #9 (if needed)	Spring 2027

c. Itemized Budget Sheet / Budget Narrative – Submitted as an Attachment

3.0 Environmental Results – Outputs, Outcomes, and Performance Measures

a. Environmental Results (Logic Model) – Submitted as an Attachment.

b. Performance Measurement Plan

- Increase Tree Canopy in the Glades Tri-City Area through Plantings in Parks and Community Areas:* Between Spring 2025 and Fall 2026, the project team will plant 376 trees in six (6) County parks in the Glades area to increase tree canopy and shade for park visitors. The County park plantings will include 7 species of native trees, and the other plantings will include native and fruit-bearing trees. This project aims to increase the average canopy coverage in the six (6) County parks in the Glades area from 5% to 10% to at least 20% tree canopy coverage. The increase in tree canopy coverage will be calculated annually based on the number of trees planted and the average canopy coverage for a mature tree of each species planted.
- Increase Tree Canopy in the Glades Tri-City Area through Tree Giveaways to Community Members:* Between Fall 2024 and Spring 2027, the project team will give away at least 2,000 trees to Glades residents in at least six (6) different events to increase

tree canopy coverage within neighborhoods. These trees will include both native and fruit-bearing trees. This project aims to increase the average tree canopy coverage in the cities of Belle Glade, Pahokee, and South Bay by approximately 2.5%. The increase in tree canopy coverage will be calculated annually based on the number of trees planted and the average canopy coverage for a mature tree of each species planted.

- *Increase access to fresh food in the Glades Tri-City Area:* By Spring 2027, the project team will give away at least 800 fruit-bearing trees. This could include avocado, citrus, figs, guava, jackfruit, mango, mulberries, loquats, lychee, papaya, persimmons, and tamarind. Plant species and availability at giveaways will be determined based on community input, and the project team will prioritize species that have cultural significance to the local community and grow well in the area. The project aim is for at least eight (8) different species of fruit-bearing trees to be provided. Trees given away will include care instructions to help increase the survival rate of the trees. This project aims to increase fresh food available in the Glades area by 40,000 pounds of produce/per year once trees reach maturity. The increase in access to fresh food will be calculated based on the number of trees given away, the average success rate of tree survival from tree giveaways, and the average fruit production of mature trees for the species and varieties given away.
- *Mitigate Storm Water Flooding in the Glades Tri-City Area:* At the end of the grant period, the Project Team will calculate an estimated amount of stormwater runoff avoided and rainfall intercepted. This will be calculated using the number of trees planted and given away and the size and species of the trees, using the i-Tree Benefits Calculator for the current year and 20-year cumulative estimates.
- *Improve Air Quality in the Glades Tri-City Area:* At the end of the grant period, the project team will calculate the estimated amount of oxygen produced, carbon dioxide sequestered, and airborne pollutants (carbon monoxide, ozone, nitrogen dioxide, sulfur dioxide, and particulate matter 2.5 micrometers and smaller) reduced by the trees planted and given away during the grant period.
- *Attend Community Meetings to Gain Feedback from Community Members:* Each year of the grant, the project team will attend at least six (6) community meetings, with plans to reach at least 270 community members. At these meetings, the project team will provide outreach to residents about this initiative, provide education about the benefits of trees, and gain insight into the communities' tree species preference for giveaways, ideal locations for tree giveaways, potential locations of urban orchards, and culturally significant fruit-bearing tree species to be included in giveaway events and the future urban orchards.
- *Identify Potential Areas for Urban Orchard Sites:* By the end of the grant period, the project team will collect feedback through workshops and surveys to identify at least two (2) potential locations for urban orchards to be planted and will ultimately pilot one (1) of the potential locations. Once locations are identified, the project team will identify and

meet with property owners and stakeholders to discuss the potential use of their sites for urban orchards. These sites will serve as planting locations for future grant applications.

- *Offer Workforce Development Opportunities to Community Members:* Within the first six (6) months, the project team will hire a local Volunteer and Outreach Coordinator to organize and coordinate community outreach and workforce development opportunities. Beginning in Fall 2024, the project team will contract with a Youth Development Organization for at least five (5) local youth to learn about arboriculture and assist with tree plantings and maintenance. By the end of the grant period, the project team will deliver at least 400 people-hours of arboriculture workforce development to the local youth.
- *Offer Educational Opportunities to Community Members:* Educational components will be incorporated into all community meetings, tree giveaways, and planting events. Topics will include trees and equity, trees and health, the environmental benefits of trees, how to plant a tree, and how to care for a tree. The project team plans to reach at least 2,000 community members through this project and provide tree education to all of them.

c. Sustainability Plan and Environmental Justice Integration

The project team plans to use this project as a kick-off for a re-greening initiative in the Glades regions. As the project team holds community outreach, education, and workforce development programs, PBC and Community Greening hope to network with additional community partners and stakeholders in the Glades regions, learn about additional areas where there is a need for re-greening and the environmental benefits that trees bring, and learn more about the communities' priorities in addressing these needs. The project idea for this proposal was inspired by feedback PBC received from Glades community members about climate risks they are seeing in their communities and how they would like the County government to address them. Community members at these workshops voiced their concerns about extreme heat in their neighborhoods and voiced their desires to have more trees for shade, especially in the public parks. With this grant application, we are hoping to address the community needs expressed in past workshops and also to gather more information from residents for future projects, including which fruit-bearing trees have cultural significance to the communities, where ideal locations would be for future urban orchards, what other locations could be utilized for re-greening efforts, and which species of native trees the community members prefer for tree giveaways. It is a priority of all project partners to work closely with the community to hear their voices, prioritize their needs, help find funding, and coordinate partnerships to implement the necessary projects to do so.

4.0 Programmatic Capability

a. Organizational Experience

The County's Parks and Recreation Department (PRD) works directly with local municipalities, county agencies, health care providers, local hospitals, CBOs, schools, user groups, and local residents to provide free and affordable programs, services, and facilities. The County's Office of Resilience (OOR) works with frontline communities – those experiencing climate change

impacts first and worst – to empower underserved and vulnerable communities to meaningfully participate in PBC resiliency and sustainability planning. The County will draw upon these experiences to continue strengthening its relationship with the Glades residents to successfully perform the Project. PBC will work with the Partners to integrate climate equity and environmental justice into the planning, process, and outcomes of the Project, drawing from the Southeast Florida Regional Climate Action Plan 3.0 Equity Chapter that OOR helped develop.¹⁶ The Team will plan meeting logistics so that residents have equitable opportunities to participate, e.g., by scheduling “after-hours” workshops, providing virtual opportunities, and providing childcare. The Team will work with residents to identify culturally and environmentally beneficial plantings for resident giveaways and provide information on tree care maintenance to ensure long-term planting success. The Team will build relationships with the local youth through Community Greening’s existing programs to develop economic opportunities for the local youth workforce.

b. Staff Experience / Qualifications of Project Manager (PM)

Community Greening is the partner of choice for tree planting campaigns and related urban forestry programming in South Florida. The nonprofit organization currently has municipal tree planting and distribution contracts with the Cities of Delray Beach, Boynton Beach, and Hallandale Beach and regularly works with the Cities of Boca Raton and West Palm Beach.

To date, Community Greening has planted and distributed more than 17,000 trees in parks, schoolyards, public green spaces, and neighborhoods in the South Florida region. Community Greening was named the “Southeast Conservation Partner of the Year” by the US Fish and Wildlife Service; “Tree Advocacy Group of the Year” and “Outstanding Urban Forestry Program” by Florida’s Urban Forestry Council; “Non-Profit of the Year” by the Greater Delray Beach Chamber of Commerce; and recently won the “Spirit of Arbor Day” award from the Arbor Day Foundation.

Current funders include the Community Foundation of Palm Beach and Martin Counties, the Children’s Services Council of PBC, the Florida State Department of Agriculture and Consumer Services–Florida Forest Service, and the United States Fish and Wildlife Service. Community Greening has secured repeat and/or multi-year grants from these funders because of exemplary performance in programming, service delivery, community engagement, and grant reporting.

Community Greening’s community engagement approach is informed by peer organizations in the Arbor Day Foundation’s Alliance for Community Trees, a nationwide network of community-based organizations who engage residents to plant and care for trees. To help prioritize planting efforts in neighborhoods with the highest need, Community Greening works alongside local government, community development boards, businesses, and funders to establish a baseline study of the local tree canopy. Concentrated efforts are then focused on increasing the canopy in areas with fewer trees. With very few exceptions, these areas follow national trends and have a high percentage of residents who are black/indigenous/people of color (BIPOC) and low median household income.

¹⁶ <https://southeastfloridaclimatecompact.org/recommendations/>

Community Greening’s commitment to addressing environmental inequities caused and compounded by systemic racism has been an integral part of the organization’s programming and vision since it was founded in 2016. A key component of its community outreach work is providing information about how systemic racism causes inequities with tree canopy coverage in urban areas, which results in significant impacts on health outcomes, and then exploring potential actions residents can take to address environmental inequities.

Programming to increase the tree canopy includes tree plantings at parks and schools; urban orchards; residential areas; and tree giveaways. Community Greening also employs a Youth Tree Team of PBC high school students. These local teens receive competitive hourly wages as they gain work experience in the “green collar” sector and learn about urban forestry and community improvement.

Community Greening engages neighbors in low-canopy areas through canvassing, discussions with local community and neighborhood association leaders, attending public meetings, and collaborative work with nonprofit and government partners. Strong ties in the local community combined with ongoing professional development in environmental equity issues help ensure that challenges are identified by residents and solved collaboratively.

Disciplines required to manage the Resilient Glades Tree Campaign include Administration, Arboriculture, Event Management, Marketing, Planting and Maintenance, and Project Planning. Key staff’s professional experience, education, and assigned disciplines are summarized below:

Mark Cassini, Co-Founder and Executive Director

Experienced nonprofit leader with a diverse career including international work in Nairobi, Kenya and community organizing in South Florida.

- BA, Indiana University, Cultural Anthropology. MA, University of the Pacific, International Studies/Intercultural Relations.
- Disciplines: Administration, Project Planning, Planting and Maintenance

Adriene Tynes, Operations Director

Nonprofit professional with 10+ years’ experience in nonprofit structure, policies and procedures, governance, program evaluation, and financial management.

- BA, University of Florida, English Literature with a minor in Nonprofit Leadership. MPA, Indiana University-Purdue University Indianapolis, Nonprofit Management. MA, Indiana University-Purdue University Indianapolis, Philanthropic Studies. Graduate Certificates in Conflict Mediation/Resolution and Fund Development
- Disciplines: Administration, Project Planning

Michele Laskowski, Urban Forestry Director

Bilingual ISA Certified Arborist with more than 20 years of experience in botany, arboriculture, urban forestry, horticulture, restoration, plant nurseries, and land management

- MAg, Colorado State University. BS, Michigan Technological University, Forestry
- Disciplines: Administration, Arboriculture, Project Planning, Planting and Maintenance

Josh Weiner, Events and Marketing Manager

Experiential marketing and event production professional with 15 years' experience developing national brand marketing campaigns and producing festivals drawing over 100,000 attendees.

- BS, University of Maryland, Business and Management. Hospitality and Tourism Management Certificate, Florida Atlantic University
- Disciplines: Event Management, Project Planning, Marketing

c. Expenditure of Awarded Grant Funds

Approximately 75% of Community Greening's funding comes from grants and contracts that require expenditures to be tracked and reported. Community Greening's effective internal controls and financial policies and procedures ensure that it is a good steward of community investment. Community Greening's Executive Director and Operations Director collaboratively manage the expenditure of all awarded grant funds. Community Greening works with a financial management firm (JP Latz Advisors) with experience performing the Chief Financial Officer (CFO) function for a nonprofit urban forestry with \$7M in annual revenue. This firm provides high-level grant management, general financial management, budgeting, and cash flow projection functions for Community Greening. The organization also contracts with a local Certified Public Accountant (CPA) with extensive nonprofit financial management experience for bookkeeping functions. Transactions are controlled by policies and procedures established with guidance from a nonprofit accrediting body located in West Palm Beach, Florida, through its capacity-building toolkit. Financial reports are reviewed, and overall financial policy is governed by Community Greening's Finance Committee, which includes an investment advisor, bank executives, and a CPA.

Palm Beach County complies with all federal, state, and local regulations on procurement, fiscal responsibility, financial accountability, and grant reconciliation. Staff are experienced in managing grant expenditures and reporting requirements to ensure that all expenses are reasonable and justified.

5.0 Past Performance

PBC's Office of Resilience recently received \$800k in grant funding from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) as a sub-award through the Florida Department of Commerce (FloridaCommerce) to conduct a climate change Vulnerability Assessment and Resilience Action Plan (VARAP) for unincorporated PBC and the western Glades region. This grant was executed in March 2022 with a 4-year grant period. All reporting requirements have been met and will continue to be met for ongoing grants, due to the County's extensive and thorough protocol for contract administration and quality control. The VARAP project manager will ensure that project deadlines, reporting requirements, and technical reports are completed sufficiently and on time. They will serve as the 'Administrative Contact' on the Resilient Glades Tree Campaign. County staff that manage grants are required to take a 'Grant Reconciliation Training' with the PBC Office of Financial Management & Budget (OFMB) and complete the reconciliation process for each grant they manage annually.

The PBC Parks and Recreation Department also recently received HUD CDBG funding in partnership with the County's Department of Housing and Economic Development (DHED),

over the past three (3) years for projects in the Glades region. All reporting requirements have been met and will be met for ongoing grants, due to the County's extensive and thorough protocol for contract administration and quality control. The PRD assigns a dedicated project manager for each project who will ensure that project deadlines, reporting requirements, and technical reports are completed sufficiently and on time. Project examples include the following:

- Duncan Padgett Park Multipurpose Field Conversion - \$616K for the conversion of an underutilized softball field to a multipurpose football/soccer field to address a need for additional fields in the greater Pahokee area. The project is currently in the design phase and is expected to commence construction by the fall of 2023.
- Glades Pioneer Park Phase II Playground – \$1.7M for the construction of a destination playground that is adjacent to a recently constructed synthetic turf multipurpose field within Glades Pioneer Park. The project is currently in the procurement phase and is expected to commence construction by the summer of 2023.
- Glades Pioneer Park ADA Compliance - \$131K for the expansion of parking and required ADA improvements for Glades Pioneer Park. The project was completed within the designated funding time frame, and all reporting requirements were met by the County and Federal Contractor (Lebolo Construction).
- Glades Pioneer Park Outdoor Fitness Area - \$295K in CDBG funding was allocated in 2019 for the construction of a covered outdoor fitness area within Glades Pioneer Park. Eighteen (18) pieces of exercise equipment were installed on a concrete base and covered by a fabric canopy. The project was completed within the designated funding time frame, and all reporting requirements were met by the County and Federal Contractor (Lebolo Construction).

6.0 Quality Assurance Project Plan (QAPP) Information

Not applicable, as the Project will not be collecting data for research or modeling.



EPA KEY CONTACTS FORM

OMB Number: 2030-0020
Expiration Date: 06/30/2024

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name: Prefix: First Name: Middle Name:
Last Name: Suffix:

Title:

Complete Address:

Street1:
Street2:
City: State:
Zip / Postal Code: Country:
Phone Number: Fax Number:
E-mail Address:

Payee: *Individual authorized to accept payments.*

Name: Prefix: First Name: Middle Name:
Last Name: Suffix:

Title:

Complete Address:

Street1:
Street2:
City: State:
Zip / Postal Code: Country:
Phone Number: Fax Number:
E-mail Address:

Administrative Contact: *Individual from Sponsored Programs Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc).*

Name: Prefix: First Name: Middle Name:
Last Name: Suffix:

Title:

Complete Address:

Street1:
Street2:
City: State:
Zip / Postal Code: Country:
Phone Number: Fax Number:
E-mail Address:

EPA KEY CONTACTS FORM

Project Manager: *Individual responsible for the technical completion of the proposed work.*

Name:	Prefix: <input type="text"/>	First Name: <input type="text" value="Mark"/>	Middle Name: <input type="text"/>
	Last Name: <input type="text" value="Cassini"/>	Suffix: <input type="text"/>	
Title:	<input type="text" value="Director/ Co-Founder, Community Greening"/>		
Complete Address:			
Street1:	<input type="text" value="3601 N. Military Trl"/>		
Street2:	<input type="text" value="Social Impact Lab, Lynn University"/>		
City:	<input type="text" value="Boca Raton"/>	State:	<input type="text" value="FL: Florida"/>
Zip / Postal Code:	<input type="text" value="33431-5507"/>	Country:	<input type="text" value="USA: UNITED STATES"/>
Phone Number:	<input type="text" value="561-927-8733"/>	Fax Number:	<input type="text"/>
E-mail Address:	<input type="text" value="mcassini@communitygreening.org"/>		

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. EPA-R-OEJECR-OCS-23-02	66.312	\$	\$	\$ 1,000,000.00	\$ 0.00	\$ 1,000,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 1,000,000.00	\$ 0.00	\$ 1,000,000.00

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	EPA-R-OEJECR- OCS-23-02				
a. Personnel	\$ 0.00	\$	\$	\$	\$ 0.00
b. Fringe Benefits	0.00				0.00
c. Travel	0.00				0.00
d. Equipment	0.00				0.00
e. Supplies	0.00				0.00
f. Contractual	0.00				0.00
g. Construction	0.00				0.00
h. Other	1,000,000.00				1,000,000.00
i. Total Direct Charges (sum of 6a-6h)	1,000,000.00				\$ 1,000,000.00
j. Indirect Charges	0.00				\$ 0.00
k. TOTALS (sum of 6i and 6j)	\$ 1,000,000.00	\$	\$	\$	\$ 1,000,000.00
7. Program Income	\$ 0.00	\$	\$	\$	\$ 0.00

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. EPA-R-OEJECR-OCS-23-02	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal	\$	\$	\$	\$	\$
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. EPA-R-OEJECR-OCS-23-02	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: 1,000,000.00		22. Indirect Charges:			
23. Remarks: All funding from this grant will be passed through to the CBO subrecipient, Community Greening. See attached detailed budget and budget narrative for a breakdown of their costs.					

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Other Attachment File(s)

* **Mandatory Other Attachment Filename:**

To add more "Other Attachment" attachments, please use the attachment buttons below.

EJG2G Budget Detail- The Resilient Glades Tree Campaign

Applicant Budget: County of Palm Beach, Office of Resilience

	Description	Total
Personnel	N/A	\$ 0.00
Fringe Benefits	N/A	\$ 0.00
Travel	N/A	\$ 0.00
Equipment	N/A	\$ 0.00
Supplies	N/A	\$ 0.00
Contractual	N/A	\$ 0.00
Construction	N/A	\$ 0.00
Indirect Costs	N/A	\$ 0.00
Other	100% of the funding in this project proposal will be a sub-award to the CBO, Community Greening, to carry out community engagement and outreach, tree and equipment costs, tree plantings in County Parks, tree giveaways, program management, coordination and nursery staff, less than 10% overhead expenses, and subcontracts. See the Sub-awardee detailed budget for more details on the following page.	\$ 1,000,000.00
TOTAL		\$ 1,000,000.00

Detailed Budget- CBO Sub-award: Community Greening

Federal Funding Opportunity Number: EPA-R-OEJECR-OCS-23-02		Subaward Recipient FEIN: 81-3559159	
Subaward Recipient Legal Name: Community Greening Corp.			
Direct Costs			
Personnel Costs	Personnel Title	% of Time	Amount
	Executive Director	15%	\$52,529
	Operations Director	13%	\$39,334
	Urban Forestry Director	15%	\$43,838
	Events and Marketing Manager	15%	\$41,259
	Program Manager	15%	\$36,102
	Volunteer and Outreach Coordinator	100%	\$150,934
	Lead Nursery Technician	10%	\$13,378
	Nursery Technician	10%	\$12,349
	Tree Technician Manager	10%	\$16,504
	Sr. Tree Technician/YTT Staff Co-Lead 1	10%	\$15,145
	Sr. Tree Technician/YTT Staff Co-Lead 2	10%	\$14,449
	Urban Orchards Technician	5%	\$1,904
		TOTAL	\$437,725
Taxes, WC, Fringe Benefits	Estimated taxes, Workers Comp, and retirement contribution for all personnel:		\$133,305
Vehicle Expenses and Fuel	Fuel and Maintenance and acquisition cost for vehicles traveling to Glades for community outreach, events, tree maintenance:		\$17,452
Equipment	Cost of truck and trailer service to the Glades area:		\$21,250
Supplies	Trees (including delivery and set up, stakes, trunk guards, mulch, water, tree tags with species and planting info for giveaways):		\$150,218
	Planting supplies for volunteer events and Youth Tree Team, safety supplies for volunteers and staff, computer for Glades staff:		\$21,045
Contractual	Glades Area Youth Development Organization:		\$52,000
	Translation services:		\$3,000
	Contracted CPA for Grant Financial Management Services:		\$11,939
	Bookkeeping Services:		\$7,944
	Auditing Services:		\$8,275
	DJ and Photography Services for Community Events:		\$10,125

Other Expenses	Insurance:	\$16,343
	Printing/Copying:	\$1,655
	Rent:	\$8,250
	Software:	\$3,600
	Telecommunications:	\$1,986
	Background screening and payroll processing:	\$2,979
Indirect Costs		
Indirect Charges	10% Overhead Costs	\$90,909

Budget Narrative

100% of the proposed \$1M funding from this grant will be passed through to the community-based organization sub-awardee, Community Greening (CG). Below is a breakdown of their costs to implement the proposed project:

Personnel Costs

Personnel costs are the largest expenditure required to perform the proposed activities for community outreach and community workforce development, tree planting events, and tree distribution events. An appropriate percentage of staff time is allocated to the Resilient Glades Tree Campaign project, with lead staff taking between 13 – 15% of total time towards the project and support/tree care/workforce development staff taking between 5 – 10% of total time.

CG staff will take charge of various responsibilities, including project management, recruitment, training, and supervision of a local Glades Volunteer & Outreach Coordinator. CG will oversee project, event, and volunteer coordination, partnership development, and community outreach and engagement. Additionally, their duties will extend to tree plantings, giveaways, education, tree care and propagation in the Community Greening Nursery. They will also be responsible for tree care at Palm Beach County (PBC) Parks and at the urban orchard planting site. Furthermore, the staff will play a key role in program coordination for the green-collar workforce training program.

The Volunteer and Outreach Coordinator position will be staffed by an individual with demonstrated connections and a commitment to the Glades area; this position is fully funded by this grant.

Taxes, WC & Fringe Benefits

These costs will cover the positions mentioned above.

Vehicle Expenses and Fuel

Travel includes the associated fuel and maintenance for Community Greening vehicles traveling to community engagement, outreach, planning, and giveaway events in the Glades region. The Glades region is approximately 60 miles from Community Greening's main office in Boca Raton, FL.

Equipment

Equipment costs include partial coverage for the acquisition of a truck and trailer to service the Glades area. This equipment is necessary to transport trees and other materials from the tree nursery to the planting and giveaway locations. The partial purchase of a truck is much cheaper than a vehicle rental for the 3-year grant period.

Supplies

Supplies include tree costs for 6 County Park tree planting sites, 1 urban orchard site, and 6+ tree giveaway events. This includes approximately 2,000 3-gallon trees split between native and fruit-bearing for giveaways, 376 15-gallon native trees for the parks, and 20+ 15-gallon fruit trees for

the orchard. Supply costs also include all labor and materials necessary for Project implementation, including stakes, trunk guards, mulch, water, post pounders, first aid kits, staff uniforms (including shirts, boots, hats, and sun protection), and tree tags with species and planting information for giveaways. Many of the trees to be planted and distributed are native species to Florida. Due to the limited availability of sourcing and local inventory, many of the trees will be grown in the Community Greening's Nursery by staff and volunteers participating in the green-collar workforce development program. Participants in the nursery receive hands-on experience and training in key arboriculture job skills like tree identification, techniques for repotting growing trees, plant propagation, pruning techniques, tree health, and proper tree planting and maintenance.

Contractual

Contracted services for the project include:

- Collaboration with a Glades-based Youth Development organization to supervise local high school students as they help water trees planted in public parks in their area. The teens will receive competitive hourly wages as they gain work experience in the green-collar sector and learn about urban forestry and community improvement.
- Translation services to provide brochures and other information in Creole and Spanish.
- Access to a Certified Public Accountant for grant financial management services, bookkeeping services, and auditing services to ensure grant funds are expended, tracked, and recorded appropriately.
- Acquisition of a DJ and Photography services for community tree planting and giveaway events.

Other Expenses

Other expenses for the project include:

- Insurance (Automotive, Crime, General Liability, Environment, and Directors & Officers).
- Printing and copying educational materials included in community outreach efforts.
- Rent for office space on the Lynn University campus and the leased nursery space in Boca Raton, FL.
- Software for staff working on the project, including Office 365, Adobe Design, and access to Tree Plotter.
- Telecommunications, including cell phone stipends for participating staff.
- Background screening and payroll processing for new hires, including youth serving the Glades area.

Indirect

The Sub-awardee, Community Greening, does not have a federally negotiated indirect cost rate. The overhead cost for rate for this project is less than the de minimis rate of 10% of direct project costs.

The following attachment is not included in this view since it is not a read-only PDF file.

The agency will receive all application forms and attachments without any data loss.

**OtherNarrativeAttachments_1_2-Attachments-1236-Letters of Commitment_Re
silience Glades Tree Campaign.pdf**

Megan S. Houston
 2300 N. Jog Rd, 4th Floor
 (561) 681-3812
 mshouston@pbcgov.org

EXPERIENCE

Palm Beach County Board of County Commissioners West Palm Beach, FL
 Director, Office of Resilience 05/2018 – Present

- As first Director of newly formed Office, launched the Office, created the strategic development plan, built municipal and department partnerships, and integrated social equity into resiliency and sustainability policies and programs.
- Direct the County’s climate adaptation, mitigation, and sustainability initiatives including climate risk assessments, greenhouse gas inventories, electric vehicle infrastructure, resilient housing, and Property Assessed Clean Energy financing programs.
- Manage two full-time staff and a \$400,000+ annual budget.
- Since 2020, secured \$2.6 M in direct funds for County and regional resiliency efforts. Supported funding for an additional \$15 M for County resiliency projects.
- Oversee County’s Southeast Florida Regional Climate Change Compact (Climate Compact) relationship, a collaborative that tackles regional climate change issues.
- Led the Climate Compact Regional Climate Action Plan 3.0 Equity chapter update.
- Created and launched a new County policy that requires project managers to plan for climate change and sustainability impacts in County capital construction projects.
- Formed the Coastal Resilience Partnership of Southeast Palm Beach County with seven County municipalities and completed a joint climate change vulnerability assessment.
- Achieved County awards including Leadership in Energy and Environmental Design (LEED) for Cities and Communities Gold certification, SolSmart Gold designation, and Florida Green Building Coalition Silver recertification.

Institute for Market Transformation Washington, DC
 Multifamily Housing Program Manager 05/2014 – 04/2018

- Led multifamily program to reduce energy consumption in the multifamily sector to mitigate climate change and create equitable solutions for low-income communities.
- Managed \$1.2 million 4-year contract with the District of Columbia Sustainable Energy Utility to increase energy efficiency by producing energy code trainings, energy retrofit demonstration projects, and technical resources.
- Interviewed 100 stakeholders and hosted 2 workshops to produce “*Catalyzing Efficiency: Unlocking Energy Information and Value in Apartment Buildings*” report.

NYC Department of Environmental Protection Flushing, NY
 Legal Fellow, Bureau of Legal Affairs 12/2013 – 05/2014

- Enforced environmental health and protection regulations at over 200 administrative law hearings for asbestos and backflow prevention device violations.
- Interpreted state and city environmental conservation and endangered species protection law and created a guidebook for the city’s environmental protection officers.

Megan S. Houston, p.2**U.S. Environmental Protection Agency, Region 2**

New York, NY

Legal Intern, Superfund Division

Fall 2012

- Conducted legal research on environmental property law issues.
- Investigated owner liability under the Comprehensive Environmental Response, Compensation, and Liability Act for the Gowanus Canal Superfund Site.

Brooklyn Legal Services Corporation A

Brooklyn, NY

Legal Intern, Community and Economic Development Unit

Summer 2011

- Provided transactional legal support to grassroots environmental organizations.
- Assisted in affordable housing development real estate transactions.

Pratt Center for Community Development

Brooklyn, NY

Renewable Energy and Energy Efficiency Outreach Intern

01/2009 – 08/2009

- Explained energy efficiency and renewable energy financing opportunities for residents and businesses at over 50 outreach events in low-income communities.
- Processed applications for neighborhood retrofit “block-by-block” program.

IDEA | SPAN

Atlanta, GA

Project Manager and Designer

07/2004 – 08/2008

- Firm’s first designer to become LEED Accredited Professional.
- Designed and managed multimillion dollar commercial interiors projects.

EDUCATION**Brooklyn Law School**

Brooklyn, NY

Juris Doctor, *cum laude*

06/2013

Honors: Journal of Corporate, Financial and Commercial Law, Editorial Board

Awards: Dean’s List (2011 – 2013)

Activities: Brooklyn Law School Environmental Law Society, vice-president (2011–2012)

Publications: *Ecolabel Programs and Green Consumerism: Preserving a Hybrid Approach to Environmental Regulation*, 7 BROOK. J. CORP. FIN. & COM. L. 225 (2012)**Pratt Institute**

Brooklyn, NY

Master of Science in Urban Environmental Systems Management

06/2010

Awards: Excellence in Academic Achievement

Activities: Leaders in Environmental Advocacy at Pratt, co-founder and vice-president

Capstone: *Policy Analysis of NYC Green Building Legislation: Cost-Effectiveness and Distributional Equity in Reducing Energy Consumption***University of Florida**

Gainesville, FL

Bachelor of Design in Interior Design, *magna cum laude*

05/2004

Study Abroad: Vicenza, Italy

Summer 2002

BAR ADMISSIONS

- Florida 2015 – Present
- New York State, Second Department 2014 – Present

FELICIA LANDERMAN

TREASURER

📞 561 355-4412

📧 FLanderm@mypalmbeachclerk.com

✉️ 301 N. Olive Avenue, 2nd Floor
West Palm Beach, FL 33401

ABOUT ME

A finance professional with 33 years of experience in Palm Beach County government finance and investments.

EDUCATION

Palm Beach Atlantic College, West Palm Beach, FL	2001
Master of Business Administration Finance Concentration	
Florida Atlantic University, Boca Raton, FL	1988
Bachelor of Business Administration Finance Concentration	
Palm Beach Community College, Palm Beach Gardens, FL	2001
Associates in Arts	

EXPERIENCE

Treasurer

Feb 1990- Present

Clerk of the Circuit Court & Comptroller, Palm Beach County, FL

Responsible for:

- Providing technical expertise in managing the County's cash and \$4 billion investment portfolio, through planning, controlling, and monitoring all banking and investment activities. Specific activities include investment selection, cash flow forecasting, interest rate monitoring, and security analysis - all within established parameters as set by State statutes, local County ordinances, resolutions, bond covenants, and investment policies.
- Providing accounting and the financial record keeping as same relates to all investment and banking activities.
- Monitoring the safekeeping and collateral requirements of all cash and investments.
- Performing on an ongoing basis, trend, and security analysis, as well as reviewing market conditions and economic indicators, to develop and update investment strategies.
- Liaison for all Palm Beach County banking and investment account relationships.
- Overseeing all cash management activities of the County.
- Overseeing the Clerk to the Value Adjustment Board process.
- Overseeing the Clerk's statutory role as the auditor and accountant for the Board of County Commissioners.
- Planning, organizing, assigning, and supervising the performance of twenty-five staff associates.

CERTIFICATIONS

- Certified Treasury Professional
- Certified Government Investment Professional
- Accredited Investment Fiduciary

Natalie Frenberg, M.Ed.

(561) 233-2474 | NFrenberg@pbcgov.org

SUMMARY

A versatile Environmental Professional with experience in project management, program evaluation, budget management, grant writing and reporting, staff and volunteer supervision, community partnership building, and community outreach.

WORK EXPERIENCE

Palm Beach County, Office of Resilience, West Palm Beach, FL
Resilience & Sustainability Analyst

Oct 2021- Present

- Writing grants and managing \$1,320,000 in grant funding from the FL Dept. of Environmental Protection, the FL Dept. of Economic Opportunity, and the Urban Sustainability Directors' Network, including project oversight, budget and reporting.
- Manages the Climate Change Vulnerability Assessment and Resilience Action Plan project, including overseeing project consultant, coordinating with County Depts. and community stakeholders, and reporting to multiple funding sources.
- Assisted with the planning of workshops to help incorporate the lived experiences of community members in areas with both high social vulnerability & risk to climate impacts into the prioritization of projects in the Resilience Action Plan
- Oversees the Property Assessed Clean Energy Program to ensure compliance with the County PACE Ordinance, including reviewing quarterly reports, auditing providers annually, and fielding consumer questions and complaints.
- Represents the County on the Southeast Florida Climate Change Compact Leadership Committee.
- Serve on the Steering Committees for both the Florida Sustainability Directors' Network and the Southeast Sustainability Directors' Network, and as co-lead on the County's Environmental Protection Cross Departmental Team.
- Assisted with the planning and coordination of the 2021 Southeast Florida Climate Leadership Summit.
- Lead outreach on behalf of the Office, including tabling at local community events, speaking to local organization, presenting at regional and national conferences, coordinating monthly newsletters, and maintaining the Office's website and social media.

St. Lucie County, Environmental Resources Department, Port St. Lucie, FL
Environmental Program Coordinator

May 2018- Sept 2021

- Leading the St. Lucie Water Champions Initiative, a citizen education training program about water issues in the County.
- Performing administrative tasks, such as coordinating contracts, managing budgets, writing memos, creating board agenda items, and reporting on performance measures to multiple partners, grantors, and the County.
- Writing and managing grants, including acquiring a \$89,000 grant to start a new watershed education and service-learning after school program that has reached over 500 students virtually in the past year.
- Providing visitor services to over 55,000 visitors and over 6,000 program participants annually at a county nature center.
- Supervising and training 14 education instructors, 4 interns and 21 volunteers for youth & family programs over 3 years.
- Developing and evaluating curriculum for over 150 yearly youth programs including field trips, camps, and family programs.
- Working with our over 547 annual volunteers on projects, including stewardship projects, outreach, animal care, invasive species monitoring & removal, and visitor services, that provide a total of 11,000 volunteer hours per year to our center.
- Building and coordinating an environmental educators' group, Nature Educators Alliance of the Treasure Coast, to coordinate collaborative programs, network, partner, and share resources with 49 local environmental organizations.
- Instructing lectures and field trips for 2 Florida Master Naturalist Program Wetland courses for St. Lucie County.
- Maintaining public relations through outreach and written materials, such as press releases, website pages, and flyers.
- Working closely with the school district to coordinate and lead watershed themed teacher trainings, school field trips and in-school programs, and afterschool programs in alignment with state standards.

FAU Pine Jog Environmental Education Center, West Palm Beach, FL
Stewardship & Program Specialist- Graduate Assistant

Aug 2016- May 2018

- Co-led the Pine Jog Fellowship, a three-semester environmental sustainability service learning course for dual enrollment high school students to expose them to local sustainability initiatives and empower them to lead their own.
- Developed, implemented, and evaluated H2O to Go- Innovations, a residential and immersive high school dual enrollment

program about climate change, sea level rise, and coastal resiliency in Miami and the Florida Keys.

- Recruited and trained volunteers and interns for projects including native garden maintenance, trail maintenance, invasive species removal and environmental restoration.
- Assisted with land management, including invasive species monitoring, gopher tortoise monitoring and habitat restoration.
- Assisted with citizen science projects, including native orchid plantings and native apple snail habitat restorations.
- Led visiting school groups in interpretive environmental programs and habitat restoration projects.
- Responsible for social media accounts, website management and marketing materials.

Build a Field Trip, Oakland Park, FL Sept 2016- May 2018

Senior Environmental Education Instructor

- Led K-12 student field trips through the ecosystems and history of South Florida.
- Instructed activities including wildlife surveys, water quality testing, beach cleanups, snorkeling and paddles sports.
- Taught topics such as terrestrial & wetland ecology, marine biology, the scientific method, local history, and native cultures.

Battle Creek Outdoor Education Center, Dowling, MI Sept 2015- Aug 2016

Outdoor Education Instructor

- Taught 5th and 6th grade students about local ecosystems, animals, team building and wilderness survival.
- Led a biological monitoring program, which included freshwater macroinvertebrate collection and laboratory analysis.
- Responsible for the care of raptors, amphibians, reptiles, fish and small mammals.

Maria Mitchell Association, Nantucket, MA Jun 2015- Aug 2015

Environmental Education Instructor

- Planned and led K-8 programs on ecology, wildlife studies, wilderness survival, service learning, and native cultures.
- Trained high school volunteers with the Naturalist Leadership Program.

Seacamp Association, Inc., Big Pine Key, FL Oct 2014- May 2015

Marine Science Educator/ Marketing Assistant

- Coordinated and led interpretive programs such as snorkeling, fish diversity surveys, kayaking, and labs activities.
- Wrote grants for the successful acquisition of \$2500 for new science equipment.
- Represented their summer program at local outreach events and by providing property tours.

Lehigh University Environmental Science Department, Bethlehem, PA Jun 2011- May 2014

Field & Laboratory Assistant

- Established, surveyed, and monitored reforestation and old-growth forest study plots in Pennsylvania and Costa Rica.
- Assisted with collection and processing of peat soil samples for paleoecology climate reconstruction projects.
- Prepared lake sediment testate samples for analysis for a paleoecology habitat reconstruction project.
- Collected samples for water quality monitoring projects and processed samples in the laboratory.

EDUCATION

Florida Atlantic University, Boca Raton, FL Jan 2016- May 2018

M.Ed Environmental Education

Capstone Project: 'Evaluation of the Academic Social Immersion Model in a Climate Change Course'

Lehigh University, Bethlehem, PA Sept 2010- May 2014

B.S. Earth and Environmental Science/ B.A. Anthropology

Senior Research Project: 'Analyzing Carbon Sequestration Rates of Reforestation Tree Plantings in Montverde, Costa Rica'

Supervised Research Internship Project: 'Sapling Recruitment Rates of Trees in an Old Growth Forest in Montverde, Costa Rica'

Supervised Research Internship Project: 'Reestablishment & Survey of a 100 Year Old Experimental Forest Plot'

Certifications: Certified Lean Six Sigma Green Belt/ Florida Master Naturalist Instructor/ NAI Certified Interpretive Guide

Trainings: Supervisor's Apprentice Program/ Introduction to Project Management/ But It's Always Been Done This Way/ Critical Thinking Strategies/ Effective Meetings/ The Skilled & Savvy Team Player

Skills: Grant Writing/ Grant Management/ Reporting/ Administrative Work/ Staff Supervision/ Facility Management/ Project Management/ Budget Management/ Public Relations/ Community Partnerships/ Environmental Program Coordination & Evaluation/ Environmental Interpretation/ Public Outreach/ Customer Service/ Volunteer Coordination/ Event Planning

Mark Cassini, M.A.**PROFESSIONAL EXPERIENCE**

Community Greening **Palm Beach County, FL**
Co-Founder/Executive Director **August 2016 - present**

- Lead community outreach, education, and fundraising efforts for an award-winning urban forestry nonprofit serving South Florida.
- Grew annual organizational revenue from \$0 at inception to \$1,000,000 in 2023 with support from established funders including Florida Forest Service, US Fish and Wildlife Service, Children's Services Council, and the Community Foundation of Palm Beach and Martin Counties.
- Increased staff size from zero paid staff at inception to 10 full-time and 11 part-time paid staff members.
- Successfully initiated and secured funding for a municipal tree planting campaign in the City of Delray Beach. Negotiated contracts to serve as the provider of choice for planting campaigns in the City of Boynton Beach, City of Boca Raton, City of Hallandale Beach.

Achievement Center for Children & Families **Palm Beach County, FL**
Grants & Annual Fund Manager **October 2013 – August 2016**

- Responsible for developing and stewarding \$1M+ in grants and individual contributions.
- Led proposal and development efforts to secure \$100k grant to establish afterschool programming at Pine Grove Elementary.

Florida Center for Survivors of Torture **Miami-Dade County, FL**
National Training Specialist **November 2009 – October 2013**

- Responsible for content related resources of the National Partnership for Community Training (NPCT), a national technical assistance program of the Office of Refugee Resettlement.
- Worked cooperatively with NPCT partners, Harvard Program in Refugee Trauma and NYU/Bellevue Program for Survivors of Torture, to design, develop, and manage training for professionals working with survivors of torture.

Church World Service **Nairobi, Kenya**
Cultural Orientation Regional Coordinator **August 2007 – July 2009**

- Oversaw the Bureau for Population, Refugee and Migration (BPRM) Cultural Orientation program for the US Refugee Program (USRP) of East and South Africa.
- Communicated and worked cooperatively with USRP partner agencies including United Nations High Commissioner for Refugees, International Organization for Migration, and the US Embassy.
- Managed a team of 13 multicultural staff members to efficiently provide cultural orientation to over 3,000 US-bound refugees per year in Ethiopia, Kenya, Rwanda, Tanzania, Uganda, and Zambia.

**Exodus Refugee Immigration
Executive Director**

**Indianapolis, IN
September 2006 – July 2007**

- Led organizational efforts to increase community awareness about the refugee populations in Indianapolis and raise funds from federal, corporate, and private grants and donations.
- Developed and managed multiple programs and staff while adhering to the Bureau for Population, Refugee and Migration's operational guidelines.
- Tripled staff size and added more than fifty volunteers.
- Doubled agency budget in less than two years while maintaining fiscal accountability.
- Developed website, ESL program, Burmese caseworker program, annual World Refugee Day fundraiser, development director staff position, and numerous community partnerships.

EDUCATION

University of the Pacific, Stockton, California

School of International Studies, Master of Arts in Intercultural Relations

Thesis: "An examination of Kenyan and U.S. American communication styles and value orientations in a U.S. American organization in Nairobi, Kenya"

Summer Institute of Intercultural Communication, Portland, Oregon

Training Methods and Design: Concepts of Diversity Training

Indiana University, Bloomington, Indiana

Bachelor of Arts Degree in Cultural Anthropology

University of Wollongong, New South Wales

Aboriginal studies program at one of Australia's premiere universities

VOLUNTEER LEADERSHIP

- Parent Leadership Training Institute (Facilitator); Miami, Florida (July 2011 – July 2012)
- Catalyst Miami (Board Member); Miami, Florida (Oct 2010 – July 2012)
- Victims of Human Trafficking Committee (Task Force Member); Indianapolis, Indiana (2006-2007)
- Immigrant and Refugee Youth Forum (Event Committee); Indianapolis, Indiana (2006-2007)

LANGUAGES

Trilingual in English, Spanish (conversational), Italian (conversational)

Robert A. Hamilton, AICP

Employment

- Director of Park Development** December 2014 - Present
Palm Beach County Parks and Recreation Department
Lake Worth, FL
- Director for the Department's Planning, Research and Development Division. Directly manage 11 employees and supervises a total of 14 positions. Manages land acquisitions, provides design oversight and is directly involved in the construction of all new park related facilities and infrastructure. Oversees a variety of research initiatives and provides recommendations for the long-term planning of capital improvements. Represents the Department at public assemblies, advisory boards and meetings with other governmental agencies. Directly manages the hiring of Division staff and oversees training, development and performance.
- Manager, Principal Analyst** December 2014 - Present
Sagamore Consulting
Jupiter, FL
- Co-owner of part time housing consulting business providing services to other consulting firms requiring assistance with statistical modeling, housing demand studies, demographic research, data acquisition, GIS analysis and general cartographic services.
- Managing Consultant** May 2005 - December 2014
Metrostudy, Inc.
Palm Beach Gardens, FL
- Directed a team of ten consultants and 19 Regional Directors in the production of residential land development feasibility studies. Author residential feasibility studies throughout south Florida and the United States and advise clients in a variety of land development matters. Perform detailed statistical and spatial analysis on issues surrounding the national residential real estate market, with a specific focus on south Florida. Produce a variety of population and housing demand forecasts through quantitative modeling. Manage the Consulting Department's bi-weekly revenue forecast, annual budget and personnel issues. Promoted from Market Analyst to Senior Analyst in July, 2006, and Senior Analyst to Senior Consultant in July, 2010. Promoted to Managing Consultant in August, 2013.
- Owner, Principal Analyst** April 2002 - May 2005
Gulfstream Geographics
Delray Beach, FL
- Owner of part time Geographic Information Systems (GIS) business providing services to government agencies, planning/design firms and other businesses that required assistance with demographic research, data acquisition, GIS analysis, grant writing and general cartographic services.
- Senior Planner** Sept. 1997 - August 2003
Palm Beach County Parks and Recreation Department
Lake Worth, FL
- Produced various planning reports and studies assessing the long range need for parks and facilities as well as numerous environmental and property management reports. Researched and completed grant applications for funding from various local, state and federal agencies. Reviewed and tracked land development plans, concurrency applications and plats for adherence to Palm Beach County's Comprehensive Plan and Zoning Code. Department liaison for Palm Beach County's Development Review Committee. Researched, developed and managed a GIS for the department. Designed and managed the Department's Internet and Intranet sites. Promoted from Planner 1 to Planner 2 in December, 1999 and to Senior Planner in December, 2000.
- Adjunct Professor** August 2002 - May 2003
Palm Beach Community College
Lake Worth, FL
- Instructed *Principles of Geography and Conservation* course which focused on global physical, political and cultural geography issues. Conducted weekly lecture, proctored tests and reviewed term papers.
- Project Manager (Post-Graduate Research)** Jan. 2002 - Jan. 2003
Florida Atlantic University
Boca Raton, FL
- Coordinated with FAU Department of Geography staff in creating a historical aerial imagery database of south Florida. Researched and developed various techniques and procedures used to scan, index and rectify historical aerial imagery. Assisted in the management of the historical aerial photographic collection. Investigated grant applications for project funding. Supervised undergraduate and graduate geography students.

Education

PhD in Geography (Real Estate Market Analysis) Minor in Urban Planning University of Florida	2003-2006 (No Degree Awarded) <i>Gainesville, FL</i>
M.A. in Geography Major Emphasis in Urban Geography Florida Atlantic University	1999 - 2001 <i>Boca Raton, FL</i>
B.A. in Biology Double Minor in Geography and Geology Drake University	1992 - 1996 <i>Des Moines, IA</i>

Skills

- Perform regular presentations and speaking engagements to the public, industry organizations and clients (including many of the top CEO's in the building industry).
- Proficient in ArcGIS (including Geostatistical Analyst, Spatial Analyst and Business Analyst extensions), MapPoint and MapInfo GIS software packages, Microsoft Word, Excel and PowerPoint, Microsoft's Access database software, and both the Windows and Macintosh operating systems.
- Detailed understanding of Assumption, Cohort Component and Location Quotient (LQ) demographic models. Experience with the IMPLAN economic impact model.
- Considerable amount of experience in analyzing and modeling population and economic data from the University of Florida's Bureau of Economic and Business Research (BEBR) and Agency of Workforce Innovation's Florida Research and Economic Database.
- Involved in the preparation, management and results interpretation of focus groups.
- Proficient in the use and analysis of Tapestry, Neustar and Prizm consumer segmentation data in targeting specific housing related user groups and buyer segments.

Memberships/Certifications

- Past Chairman (1998-2001) of the Palm Beach Countywide GIS Forum.
- Member of the Urban Land Institute, American Planning Association, Florida Society of Geographers, American Association of Geographers, Southeast Division of American Association of Geographers, and Florida Parks and Recreation Association..
- Passed American Institute of Certified Planners (AICP) examination on first attempt.

Awards

- 2001 Palm Beach County Golden Palm Award
- Parks and Recreation Department Planning and Design Employee of the Year (1999, 2001)
- Four year lettermen on nationally ranked college football program.
- Coach of three time Pop Warner youth football national champions.

CASEY M. PRANCKUN

PLA, ASLA, CPSI

COMMITTEES & MEMBERSHIPS

Countywide Community Revitalization Team Chair

NEAT Grant Committee

Best Management Practices Committee

Synthetic Turf Field Committee

FRPA Park Institute Committee

FLASLA, ASLA, NRPA

EXPERIENCE

LANDSCAPE ARCHITECT | PALM BEACH COUNTY OCTOBER 2014 – PRESENT

13 years experience designing new and improving existing highly complex parks in an NRPA Gold Metal park system including site plan, landscape, irrigation, technical details, writing, and specifications using computer-assisted design technology. Apply cultural, historic preservation, and conservation design fundamentals in coordinated efforts with multidisciplinary teams. Review site analyses, environmental reports, and proposed mitigation. Review NEAT Grant proposals for compliance and award. Emergency Operations Sections Chief. CPSI (Certified Playground Safety Inspector). Recruit and train junior landscape architects. In-office and remote operation experience.

- GIS/CADD TECHNICIAN – Supervised by landscape architect
MAY 2012 – OCTOBER 2014
- LANDSCAPE ARCHITECTURE INTERN + PLANNER
APRIL 2009 – MAY 2012

DIRECTOR OF MARKETING | HOLLAND PUMP JANUARY 2005 – JULY 2006

Increase sales through market analyses, sales team education, literature design, expo attendance, media coverage, and customer engagement. Establish and lead sales team spreadsheet training and remote printing capability.

SALES REPRESENTATIVE | THE KILPATRICK CO. OCTOBER 1999 – NOVEMBER 2004

Promote, demonstrate, and sell Rain Bird irrigation systems including central control, satellites, and rotors to superintendents and greens committees in South Florida. Remote operation outside sales. Provide training to superintendents on central control software and satellites.

EDUCATION

MASTER OF LANDSCAPE ARCHITECTURE | 2009 FLORIDA INTERNATIONAL UNIVERSITY

BACHELOR OF ARTS | COMMUNICATION | 1999

BACHELOR OF SCIENCE | PSYCHOLOGY | 1999 PALM BEACH ATLANTIC UNIVERSITY

MANTRAS

Be true to yourself.

Trust the process.

Seek opportunity.

Delegate when necessary.

Go camping.

CPRANCKUN@GMAIL.COM
MOBILE 561-267-8165

LEADERSHIP

Project Manager demonstrating strong organizational skills of multi-phase and grant-funded projects including a 1.5 million-dollar playground, a NOAA grant-funded walkway with restored San Miguel de Archangel Anchor at DuBois Park and Jupiter Beach Park east of the CCL, seventeen Infrastructure Sales Tax (IST) park projects in Palm Beach County, and eight federally-funded Community Development Block Grant (CDBG) playground renovations

Team Inlet Solo Paddler qualifying finisher of 80 mile paddle from Bahamas to Florida, Crossing for Cystic Fibrosis

Five-time Keep America Beautiful Grant reforestation **Lead LA and Field Captain**

Lead Designer for Custard Apple Trail Natural Area at John Prince Memorial Park trail renovation & expansion

Lead Concept Designer for Loxahatchee River Battlefield Park markers (Second Seminole War Battlefield)

FRPA Journal **Feature Article Author**

KaBoom Grant **Lead LA and Team Captain**

Certified University of Florida **Master Gardner**

Adriene Tynes, M.P.A./M.A.

PROFESSIONAL EXPERIENCE

**Community Greening
Operations Director**

**Palm Beach County, FL
August 2021 - current**

- Develop grant and contract proposals and oversee monitoring and management.
- Manage financial policies and procedures, procurement, credit card and bank transactions.
- Prepare annual organizational budget and ensure departments work within Board-approved budget.
- Manage organization insurance, filing,
- Manage hiring and performance evaluation, payroll, employee policies and procedures.
- Supervise Marketing and Events Manager, contracted bookkeeper and CFO, other vendor contracts and payments.
- Manage insurance, state and federal filings, and cloud-based storage systems.

**Nonprofits First
Director of Accreditation**

**Palm Beach County, FL
March 2015 – June 2021**

- Led Accreditation program assessing 80+ organizations' compliance with the federal, state, and local laws and regulations that govern nonprofits, and standards related to best practices in management.
- Managed an annual departmental budget between \$350,000 – \$510,000.
- Supervised two staff members and 20+ Executive Volunteer Corps members.
- Facilitated Standards Committee with area funders and nonprofit management experts.
- Managed online assessment system with three custom forms, 100+ links and templates, and 400+ users.
 - Made edits to backend coding using jQuery, ColdFusion, and HTML.
 - Oversaw platform upgrade and data migration in 2016.
 - Designed and delivered funder training program for grantee records access.
- Represented organization at community meetings, trainings, and client presentations.
- Developed an online nonprofit capacity building toolkit and helpline, and led launch and marketing.
- Established program's first Standards Verification Manual – a 200+ page document detailing the standards, questions, rationales, and verification processes for all areas of review.
- Co-author on article in *Nonprofit Management & Leadership* (<https://doi.org/10.1002/nml.21390>).
- Produced a bi-weekly COVID-19 Resources newsletter distributed to 4,750+ recipients.

Director of Development

March 2014 – March 2015

- Led development efforts for a nonprofit management support organization with \$2.3M annual budget
- Redesigned and managed a capacity-building grant program that awarded \$400K+ annually to up to 40 grantees of the Children's Services Council of Palm Beach County
 - Interviewed, facilitated contract negotiations, and oversaw 20+ affiliate consultants
 - Tracked monthly vendor invoices and balanced project allocations and expenditures
- Established organization as a Foundation Center Funding Information Network partner

Indiana University - Indianapolis (IUPUI) Indianapolis, IN
Graduate Assistant - School of Public and Environmental Affairs 2010 - 2012

Public Affairs

- Conducted educational policy research and served on Planning Committee for the Civic Literacy Project, which culminated in the establishment of the nation’s first research center on civic literacy
- Co-created an implementation plan for a statewide civic knowledge initiative to coincide with Indiana’s Bicentennial in 2016

Nonprofit Management/Philanthropy

- Conducted peer activities research for two family foundations with assets of \$6 and \$230 million
- Evaluated diversity and inclusion practices at Big Brothers Big Sisters of Central Indiana (BBSCI)
- Co-founder of the IUPUI Meat and Heat Drive, a food and clothing drive which collected 8,000 items for homeless veterans in its second year

Criminal Justice

- Research Team member at the Indiana University Center for Criminal Justice Research
- Contributed to three policy recommendation reports on federal criminal justice funding streams for the Indiana Criminal Justice Institute (ICJI)
 - Review of Best Practices for ICJI Program Areas and Funding Streams: Victims of Crime Act (VOCA); Justice Assistance Grants (Jag); Sexual Assault Services Program (SASP) and Sexual Offense Services (SOS)
- Secured publishing rights for *Introduction to Criminal Justice: A Sociological Perspective*

EDUCATION

Indiana University - Indianapolis

Master of Arts, Philanthropic Studies, Lilly Family School of Philanthropy

Master of Public Affairs, Nonprofit Management, School of Public and Environmental Affairs

- 3.955 GPA, Outstanding MPA Student of the Year
- Course Certificate in Mediation and Alternative Dispute Resolution
- Course Certificate in Fund Development for Nonprofits from the Fundraising School
- Overseas study in Economic Evaluation of Health, Safety, and Environmental Programs in Europe and the United States at Universidad de Navarra in Pamplona, Spain

University of Florida

Bachelor of Arts, English, College of Liberal Arts and Sciences

- 4.0 GPA, UF Alumni Association’s Outstanding Two-Year Scholar
- Minor Certificate in Nonprofit Organization and Leadership

CIVIC ENGAGEMENT

University of Florida/IFAS

Family, Youth, and Community Services Advisory Council

2019- Present

Leadership Palm Beach County

Engage Forward Co-Chair, Environment Day Committee Member

2019 - Present

Josh Weiner

PROFESSIONAL EXPERIENCE

**Community Greening
Events & Marketing Manager
Marketing & Communications Coordinator** **Palm Beach County, FL
November 2021 - present
August 2021 – November 2021**

- Oversee event promotion and logistics for 55+ tree planting and distribution events, volunteer maintenance and nursery events, and fundraising events per year, and coordinate with municipal, corporate, and foundation stakeholders.
- Manage event volunteers including volunteer registration, waivers, and communications, and funder reporting.
- Design and manage all communication channels, including *Treebune* newsletter, social media accounts, email and letter campaigns, website, contracted videos, and earned media.
- Manage donor database with 2,500+ constituents and develop a comprehensive donor stewardship plan.
- Represent Community Greening at stakeholder meetings, community outreach events, and media broadcasts.

Three18 Productions, LLC **Palm Beach County, FL
November 2018 - present**
Owner/Operator

- Provide Digital Marketing & Web Development services for small-business clients, including website design, social media marketing, content creation, and brand consulting.
- Event Production element that has produced destination, luxury yoga retreats.

SunFest of Palm Beach County, Inc. **Palm Beach County, FL
July 2015 – September 2020**
Special Events Manager

- Developed & executed large-scale events including music festivals, culinary events & restaurant tours.
- Oversaw planning and logistics for the SunFest Music Festival, which drew over 150,000 attendees and operated a multi-million dollar budget, with direct responsibility for Entry Gates, Alcohol/Beer/Wine Sales, Merchandise Sales, Art Curation, and Concessions.
- Created memorable and unique product & branding activations for national brands such as JetBlue, Jaguar, Xfinity, and MillerCoors.
- Managed multiple project budgets, creating P&L reports to track spending and ensure profitability.
- Cultivated partnerships with a variety of community groups including Downtown Development Authorities, Chambers of Commerce, Community Redevelopment Agencies, and local non-profits.
- Implemented memorable marketing and PR campaigns across various media including social media, digital advertising, television, and radio.
- Negotiated venue contracts, managed vendor relationships, and secured necessary event permitting.

- Trained, motivated, and led thousands of volunteers with diverse backgrounds and demographics.
- Coordinated with numerous law enforcement and security entities to create emergency plans and procedures to harden venues and ensure safety for all attendees.
- Increased revenue via ticket sales and sponsorships, generated exposure for partners, and provided enjoyable consumer experiences.
- Curated an immersive art experience within the SunFest Music Festival that featured giant installations, interactive art activities, live demonstrations, and a marketplace filled with over 100 vendors.

Lindy Promotions, Inc.
Vice President of Operations

Bethesda, MD
May 2007 – March 2015

Event and Project Management

- Executed a variety of events including conventions, food & wine festivals, all-inclusive galas, branding promotions, group trips, and non-profit fundraisers in major cities throughout the East Coast.
- Coordinated all aspects of the event planning life-cycle, including by not limited to: scouting venues, negotiating contracts, securing sponsors, setting budgets, implementing marketing campaigns, selling tickets, hiring talent, and managing day-of event logistics.
- Successfully expanded attendance, with many events drawing between 5,000-10,000 attendees.
- Increased brand awareness for national sponsors including MillerCoors, Red Bull, Verizon, and The Washington Post through creative cross-promotional and experiential marketing opportunities.

Staffing Management

- Managed Event Planning staff, led day-to-day operations, and created strategic company vision.
- Increased team morale, and successfully met and exceeded sales goals.
- Hired and trained all staff members, while providing guidance and mentorship.
- Led weekly team and one-on-one meetings, conducted annual performance reviews.

EDUCATION

University of Maryland, College Park, Maryland
 Robert H. Smith School of Business, B.S. Business & Management

Florida Atlantic University
 Hospitality & Tourism Management Certificate

Michele Laskowski, M.A.

PROFESSIONAL EXPERIENCE

Community Greening **Palm Beach County, FL**
Director of Urban Forestry **March 2023 – current**
Nursery Manager **July 2022 - February 2023**

- Oversee a team of technicians that perform tree establishment activities at various planting sites throughout the South Florida region and daily operations of a tree nursery.
- Manage growing and maintenance at the Community Greening nursery. Initiate, plan and budget for nursery improvements. Direct volunteer groups supporting nursery projects.

Smart-Sciences, Inc. **Miami-Dade County, FL**
Senior Scientist **January 2022 – May 2022**

- Provided services in environmental permitting and ecological consulting to private, industrial, and public sector clients.
- Carried out habitat and site assessments for special status species and wetlands. Conducted pre-construction tree inventories and appraisals. Prepared reports, memos, and permit applications.

Dudek **Oakland, CA**
Urban Forestry Specialist **March 2020 – December 2021**

- Conducted tree risk assessment, tree inventories, pre-construction impact analysis and preservation plans. Collaborate in development of forest health and management plans for municipal and county public lands.
- Contributed to technical studies such as wetland delineation, vegetation mapping, botanical inventory, and special status species evaluation to prepare environmental documents in compliance with state and federal laws and regulations for a wide range of planning and permitting projects.

Independent Consultant **Florida and Massachusetts**
June 2019 – February 2020

- Designed, installed, and maintained landscapes for a variety of private homeowners.
- Contributed to urban forest master planning project by mapping and conducting urban tree assessments in the southwestern portion of Miami.
- Supported an adult education program, managed class registration, scheduled classes, and managed volunteers.

San Mateo County Parks **Redwood City, CA**
Park Ranger, Natural Resource Specialist **March 2016 – March 2018**

- Developed and implemented a habitat restoration focused volunteer program including writing and overseeing contracts for erosion control and weed management work, recruiting and outreach, training and leading volunteer programs and appreciation events, supervising an intern, and reporting outcomes to superiors and the SMC Parks Commission.

- Carried out surveys for special status species including butterflies and marbled murrelets. Conducted vegetation monitoring, analyzed data, and wrote reports on grassland restoration. Reviewed and conducted monitoring of sensitive resources for restoration, pre-development, construction, and park maintenance projects. Performed hazard tree assessments in campgrounds & wildland-urban interface.
- Evaluated scientific permits and site activity review requests for proposed work and studies.
- Conducted visitor services, trail work, park and habitat management, and small equipment repair.

EDUCATION

Colorado State University, Fort Collins, Colorado

Master of Arts in Agriculture

Thesis: The acceptability of Vetiver grass (*Vetiveria zizanioides*): Factors influencing small farmer decisions to implement soil and water conservation practices in El Desagüe, El Salvador

Michigan Technological University, Houghton, Michigan

Bachelor of Science in Forestry

Undergraduate Research: Variation in sugar maple root respiration with root diameter & soil depth.

CERTIFICATIONS

FNGLA Certified Horticulture Professional – Florida Nursery, Growers & Landscape Association (FNGLA), Credential ID: H9354088, 07/22 to 09/25

ISA Tree Risk Assessment Qualification (ISA TRAQ), International Society of Arboriculture, Credential ID: 28750095, 01/21 to 01/26

ISA Certified Arborist, International Society of Arboriculture (ISA). Certificate number: WE 7592A - 05/06 to current

SELECT PUBLICATIONS

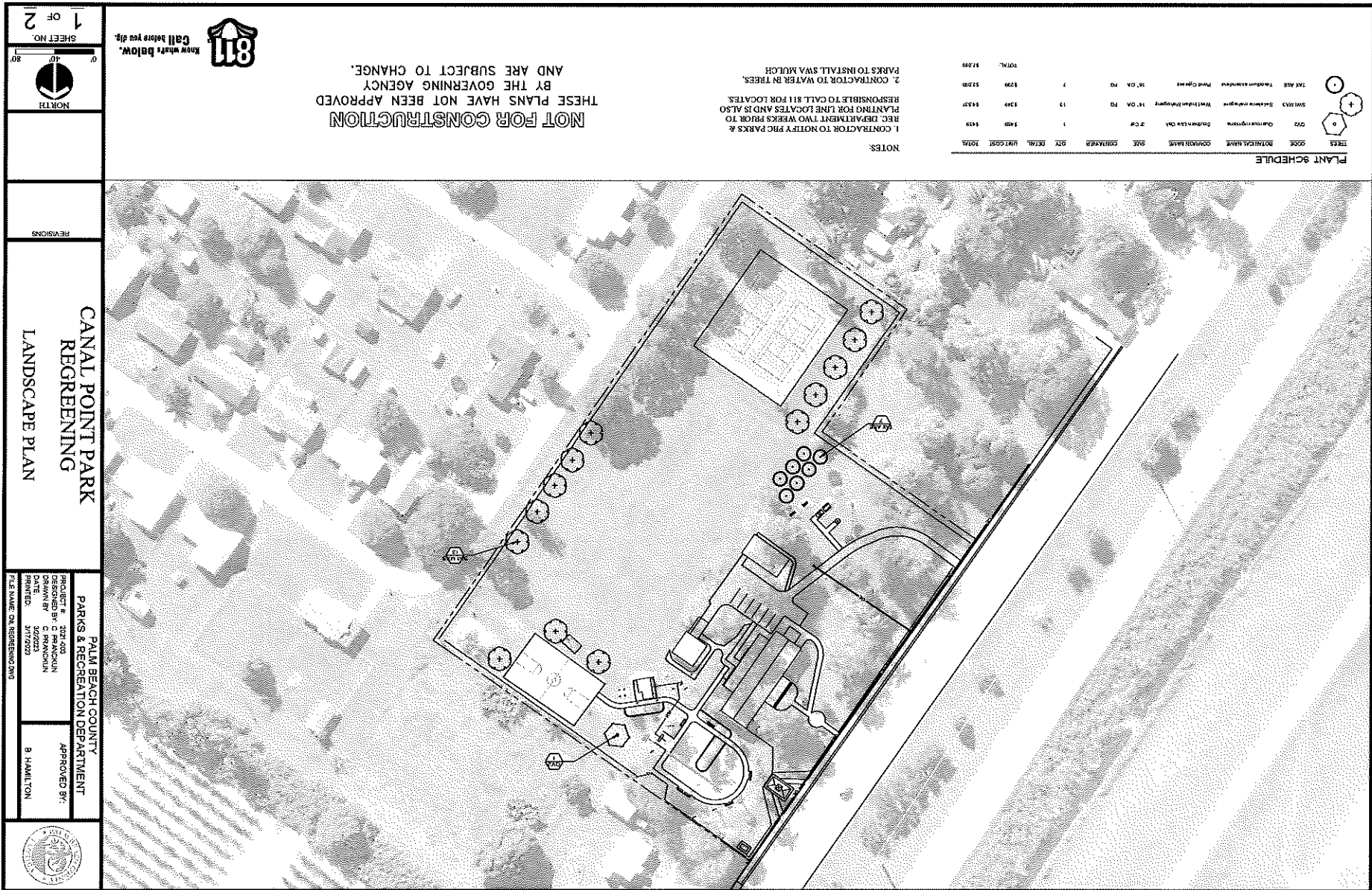
Laskowski, M. J., Dickson, C. C., Schaefer, B., & Young, B. (2013) Examining smoke water as a potential germination-enhancing technique to aid the recovery of the endangered Franciscan manzanita (*Arctostaphylos franciscana* Eastw. [Ericaceae]). *Native Plants Journal*, 14(1), 49-54.

Bergquist, J., **Laskowski, M. J.**, Schaefer, B., & Young, B. (2011). Developing a sustainable mix for seed germination using local materials. *Fremontia*, 38:4/39:1, 50-52.

Joyce, L.A. & **Laskowski, M. J.** (2006). Natural resource managers respond to climate change: A look at actions, challenges, and trends in the western USA. In M.F. Price (ed.), *Global Change in Mountain Regions* (pp. 264-266). Duncow, UK: Sapiens Publishing.

Logic Model

Resources/ Inputs	Activities	Outputs	Audience	Short-Term Outcomes (6-12 months)	Intermediate Outcomes (12-24 months)	Long-term Outcomes (2+ years)
<ul style="list-style-type: none"> • Staff time • Grant funding • In-kind contributions from grant partners • Volunteer time • Partnering organizations 	<ul style="list-style-type: none"> • Conduct outreach by attending community meetings • Plant trees in County parks with local volunteers • Provide education at community meetings, tree plantings, & giveaways. • Identify preferred native & fruit-bearing tree preferences. • Identify potential urban orchard locations. 	<ul style="list-style-type: none"> • Outreach at 18+ community meetings • 376 trees planted County parks • Canopy coverage expanded in 6 County parks • 2000 trees given away to Glades community members at 8+ tree giveaway events. • 1 local, full-time Volunteer & Outreach Coordinator hired • 5+ local youth to participate in green-collar workforce development program 	<ul style="list-style-type: none"> • Belle Glade, Pahokee, South Bay, Lake Harbor, and Canal Point community members • Youth Tree Team • Tree planting event volunteers • County Park visitors • Belle Glade, South Bay, and Pahokee City Governments 	<ul style="list-style-type: none"> • Volunteer Coordinator hired and trained • Execute contract with local Youth Development Organization • 90+ local community members reached through community meetings • At least 2 volunteer planting events at public parks • 2+ tree giveaway events held • 5+ local youth employed in green-collar workforce training program • Increase in tree canopy coverage in the area • Decrease of air pollutants in the area • Increase in stormwater mitigated in the area 	<ul style="list-style-type: none"> • 90+ additional community members reached through community meetings • At least 2 additional volunteer planting events at public parks • 2+ tree giveaway events held • 5+ local youth employed in green-collar workforce training program • Increase in tree canopy coverage in the area • Decrease of air pollutants in the area • Increase in stormwater mitigated in the area • 1 location identified for an urban pocket-orchard 	<ul style="list-style-type: none"> • 90+ additional community members reached through community meetings • 1 additional volunteer planting event at a public park • 1 planting of fruit-bearing trees at a community partner location, TBD • 2+ tree giveaway events held • 5+ local youth employed in green-collar workforce training program • Increase in tree canopy coverage in the tri-city Glades region • Decrease of air pollutants in the area • Increase in stormwater mitigated in the area • Increase of fresh produce available to community members in the area • Decrease in hospital visits related to asthma, heart disease & heat stroke among community members



PLANT SCHEDULE

TREES	ZONE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	UNIT COST	TOTAL
1	Q12	Quercus nigra	Southern Oak	7' CB		1		1400	1400
2	SW1003	Schinus molle	Witchamander	14' DB	FD	15		1347	20205
3	SW1004	Taxodium distichum	Red Gum	14' DB	FD	7		1200	8400
									31000
									31000

NOTES

1. CONTRACTOR TO NOTIFY PRG PARKS & RECREATION TWO WEEKS PRIOR TO PLANTING FOR LINE LOCATES AND IS ALSO RESPONSIBLE TO CALL 811 FOR LOCATES.
2. CONTRACTOR TO WATER IN TREES, PARKS TO INSTALL SWA MUDCH.

NOT FOR CONSTRUCTION
 THESE PLANS HAVE NOT BEEN APPROVED BY THE GOVERNING AGENCY AND ARE SUBJECT TO CHANGE.



1 OF 2
 SHEET NO.
 NORTH
 0' 10' 80'

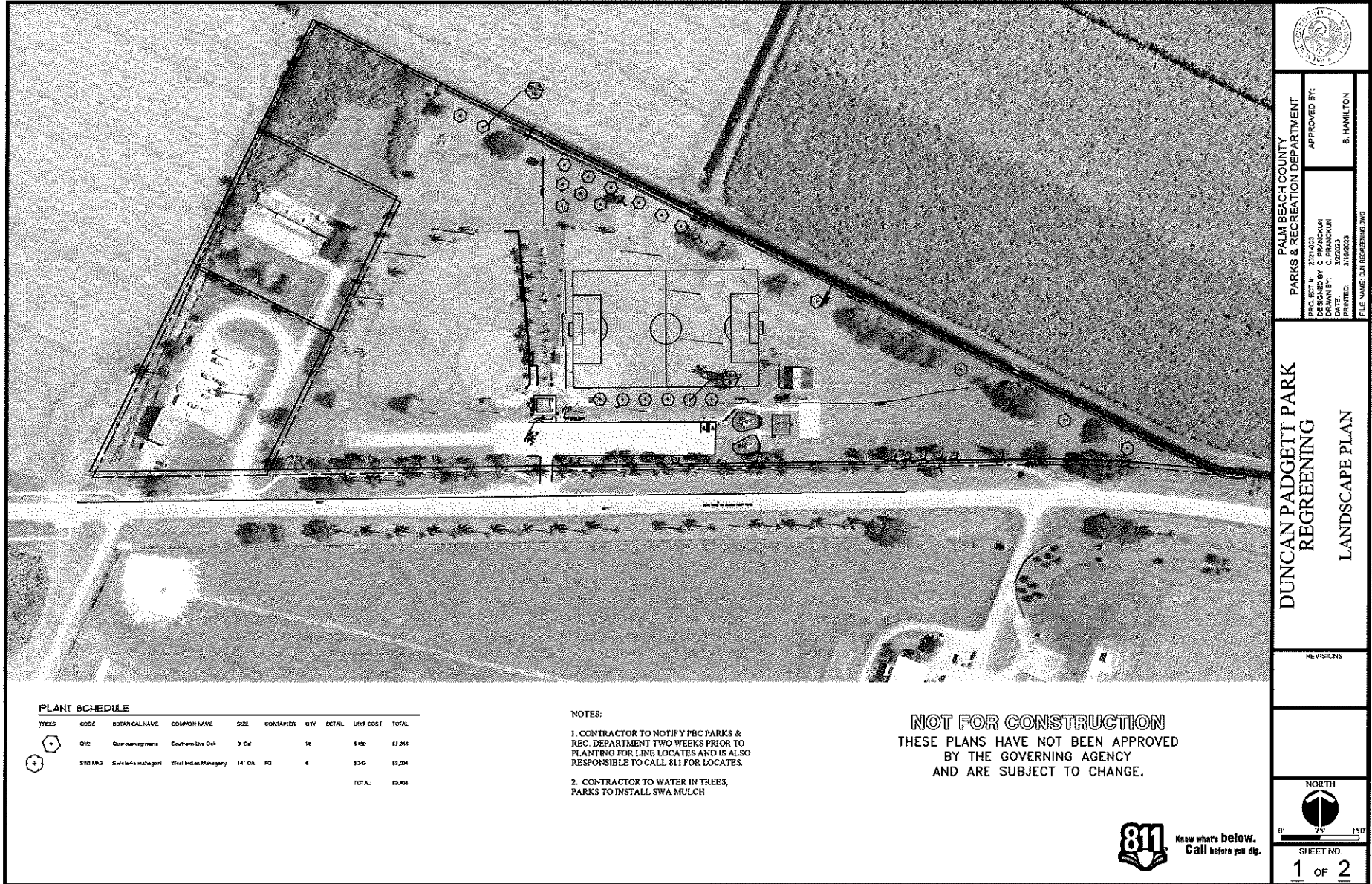
REVISIONS


**CANAL POINT PARK
 REGREENING
 LANDSCAPE PLAN**

**PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT**

DESIGNED BY: C. PRANONCIN
 DRAWN BY: C. PRANONCIN
 DATE: 02/22/23
 CHECKED: 07/17/23
 FILE NAME: CN REGREENING.DWG

APPROVED BY:
 S. HAMILTON






PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT
 PROJECT # 2021-002
 DRAWN BY C. PRANSKY
 DATE 3/27/23
 PRINTED 3/16/2023
 FILE NAME LSA REGREENING.DWG
 APPROVED BY:
 B. HAMILTON

DUNCAN PADGETT PARK
REGREENING
LANDSCAPE PLAN

REVISIONS


PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	UNIT COST	TOTAL
	012	Casahuate	Southern Live Oak	3 Cal		10		\$1,364	\$1,364
	5101 MA-3	Savanna subsp. glabra	West Indian Mahoe	14' Ok	Fl	6		\$3,540	\$3,540
TOTAL								\$4,904	

- NOTES:**
1. CONTRACTOR TO NOTIFY PBC PARKS & REC. DEPARTMENT TWO WEEKS PRIOR TO PLANTING FOR LINE LOCATES AND IS ALSO RESPONSIBLE TO CALL 811 FOR LOCATES.
 2. CONTRACTOR TO WATER IN TREES, PARKS TO INSTALL SWA MULCH

NOT FOR CONSTRUCTION
 THESE PLANS HAVE NOT BEEN APPROVED
 BY THE GOVERNING AGENCY
 AND ARE SUBJECT TO CHANGE.



NORTH

 0' 75' 150'
 SHEET NO.
1 OF 2



PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	UNIT COST	TOTAL
	MFR-PNA	Myrsine fragrans	Simpson's Stopper	8" OA	FG	13		\$100	\$2,607
	QVZ	Quercus virginiana	Southern Live Oak	3" Cal		26		\$458	\$11,904
	SM-MAS	Swietenia mahagoni	West Indian Mahogany	14" OA	FG	22		\$340	\$7,878
	TAX-ASE	Taxodium ascendens	Pond Cypress	16" OA	FG	30		\$360	\$11,001
TOTAL:								\$28,440	

NOTES:

1. CONTRACTOR TO NOTIFY PBC PARKS & REC. DEPARTMENT TWO WEEKS PRIOR TO PLANTING FOR LINE LOCATES AND IS ALSO RESPONSIBLE TO CALL 811 FOR LOCATES.
2. CONTRACTOR TO WATER IN TREES, PARKS TO INSTALL SWA MULCH

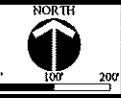
NOT FOR CONSTRUCTION
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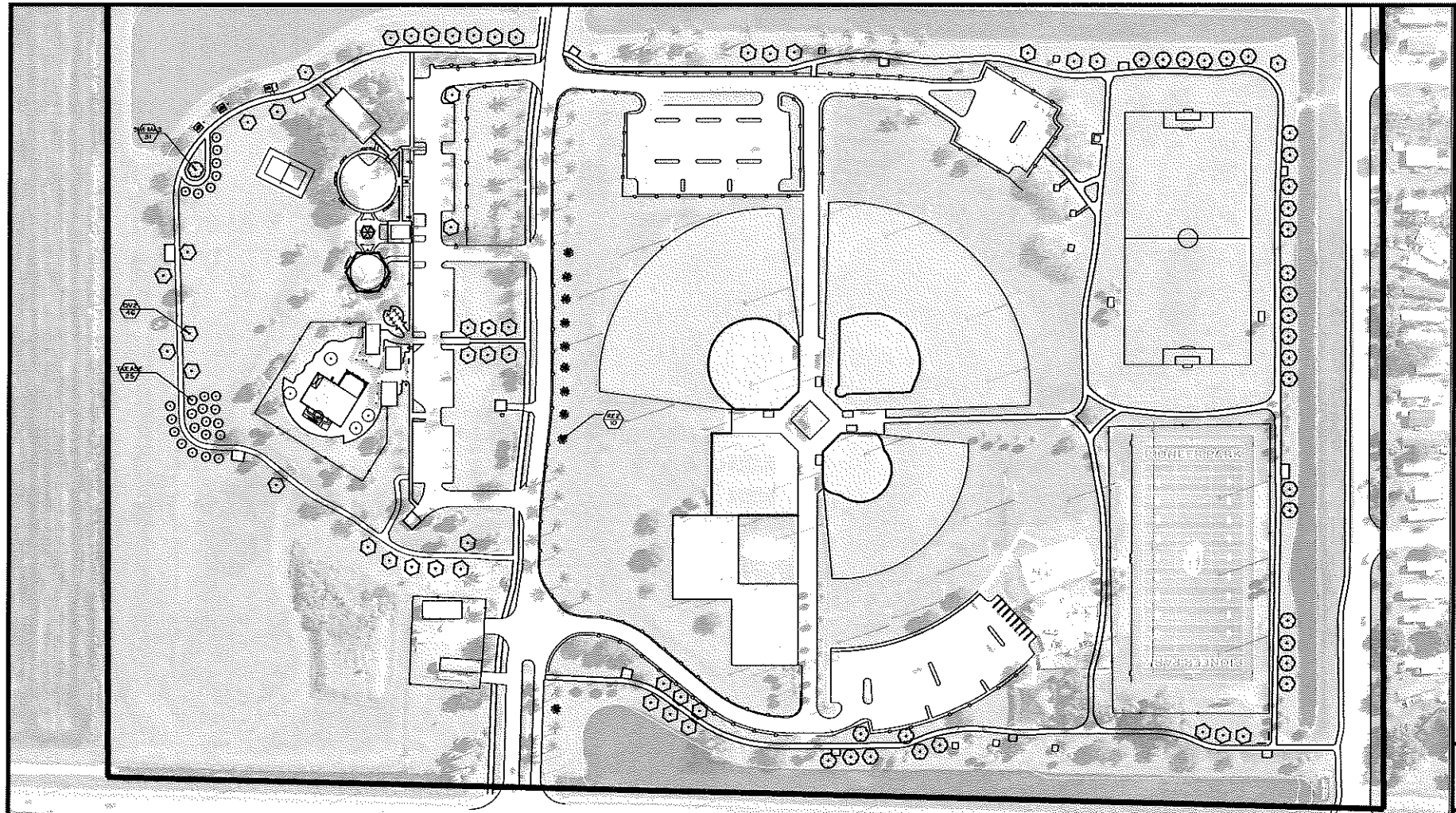
PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT
 PROJECT #: 2024-008
 DESIGNED BY: C. PRANCKUN
 DRAWN BY: C. PRANCKUN
 CHECKED BY: J. HAMILTON
 PRINTED: 3/15/2023
 FILE NAME: 25 REGREENING.DWG
 APPROVED BY:
 E. HAMILTON

JOHN STRETCH MEMORIAL PARK
 REGREENING
 LANDSCAPE PLAN

REVISIONS



SHEET NO.
 1 OF 2



PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	UNIT COST	TOTAL
	QV2	Quercus virginiana	Southern Live Oak	3" CAL.		48		\$456	\$21,114
	SWR M33	Syzygium maritimum	West Indian Mahogany	14" GA	FG	31		\$310	\$10,810
	TAK ASE	Taxodium ascendens	Pond Cypress	18" GA	FG	25		\$289	\$7,475
PALM TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	UNIT COST	TOTAL
	PE2	Royaltonia elata	Cuban Royal Palm	6" GREY WOOD	FG	10		\$700	\$7,000
								TOTAL:	\$40,400

NOTES:

1. CONTRACTOR TO NOTIFY PBC PARKS & REC. DEPARTMENT TWO WEEKS PRIOR TO PLANTING FOR LINE LOCATES AND IS ALSO RESPONSIBLE TO CALL 811 FOR LOCATES.
2. CONTRACTOR TO WATER IN TREES. PARKS TO INSTALL SWA MULCH

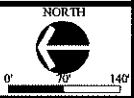
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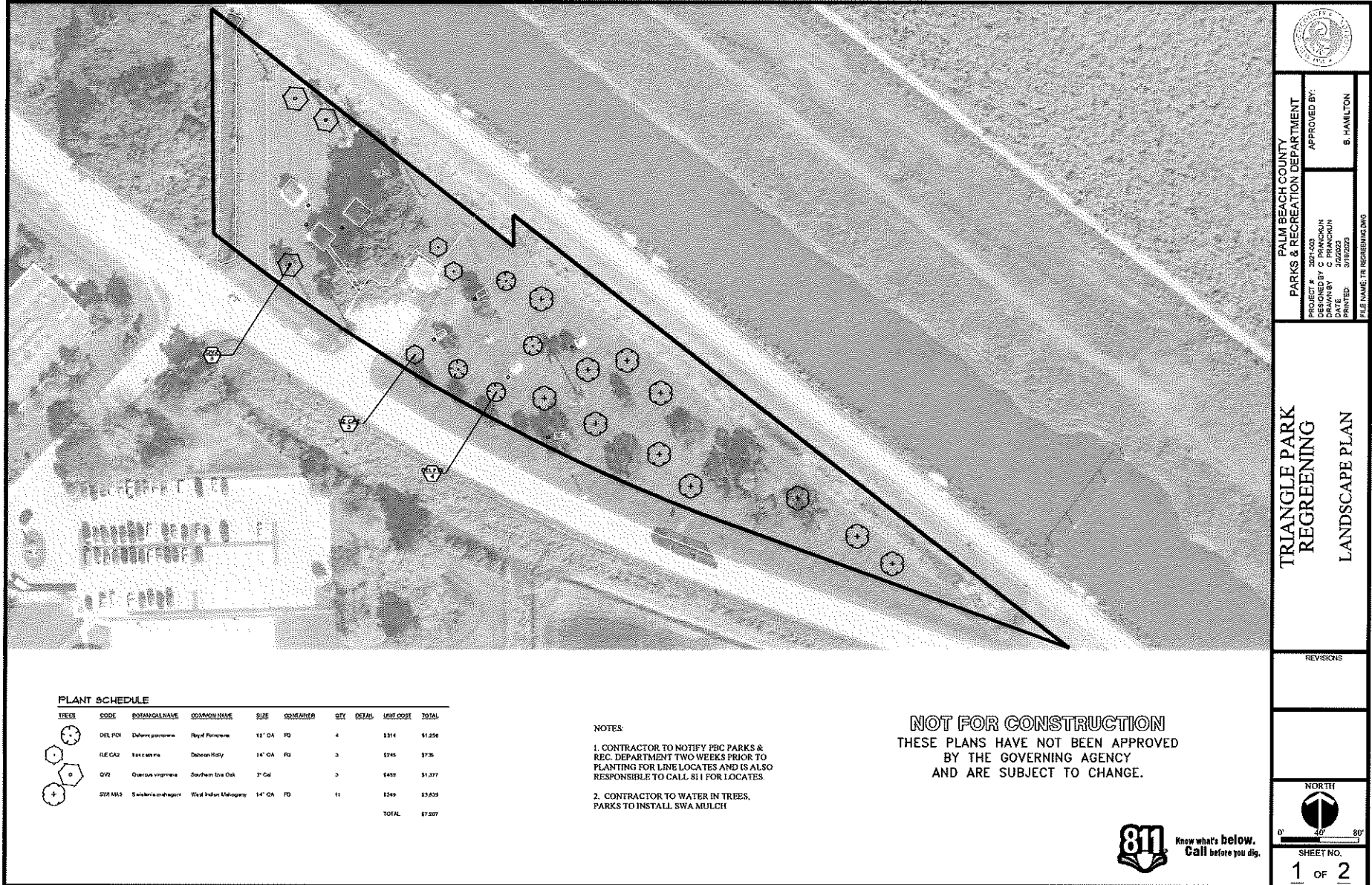
PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT
 PROJECT #: 2022-001
 DESIGNED BY: C. PRANCKLIN
 DRAWN BY: C. PRANCKLIN
 PRINTED: 4/14/2023
 APPROVED BY:
 B. HAMILTON
 FILE NAME: 01A_REGREENING.DWG

**GLADES PIONEER PARK
 REGREENING
 TREE PLANTING PLAN**

REVISIONS



SHEET NO.
1 OF 2



PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	QTY	DETAIL	LINE COST	TOTAL
	DEL F01	Dahurix palmrose	Royal Palmrose	12" GA	FD	4		\$314	\$1,256
	ILE CAJ	Leucaena	Dahurian Holly	14" GA	FD	3		\$245	\$735
	Q12	Quercus virginiana	Scarlet Oak	3" Cal		3		\$459	\$1,377
	STI M13	Strobilanthes agrostoides	West Indian Mahoe	14" GA	FD	11		\$349	\$3,839
TOTAL									\$7,207

NOTES

1. CONTRACTOR TO NOTIFY PBC PARKS & REC. DEPARTMENT TWO WEEKS PRIOR TO PLANTING FOR LINE LOCATES AND IS ALSO RESPONSIBLE TO CALL 811 FOR LOCATES.
2. CONTRACTOR TO WATER IN TREES, PARKS TO INSTALL SWA MULCH

NOT FOR CONSTRUCTION
 THESE PLANS HAVE NOT BEEN APPROVED
 BY THE GOVERNING AGENCY
 AND ARE SUBJECT TO CHANGE.



SHEET NO.
1 OF 2

PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT

PROJECT # 2021-009
 DRAWN BY C. PRITCHARD
 DATE 2/22/23
 PRINTED 3/16/2023

APPROVED BY:
 B. HAMILTON

FILE NAME: TR REGREENING.DWG

**TRIANGLE PARK
 REGREENING
 LANDSCAPE PLAN**

REVISIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gracey-Backer Inc. 275 George Bush Boulevard Delray Beach FL 33444	CONTACT NAME: Karen Liljedahl, CPIA PHONE (A/C, No, Ext): (561) 276-6055 E-MAIL ADDRESS: karen@gbifl.com		FAX (A/C, No): (561) 265-0034
	INSURER(S) AFFORDING COVERAGE		
INSURED Community Greening Corp. 3601 N. Military Trail c/o Social Impact Lab Boca Raton FL 33431	INSURER A: Mount Vernon Fire Insurance Company		NAIC #
	INSURER B: Progressive Express Ins Co		10193
	INSURER C: Technology Insurance Co		42376
	INSURER D: Westchester Surplus Lines Insurance Co		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL245155484 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	NBP2553602D	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non-Owned Auto \$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			01221452	10/14/2023	10/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MULT \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4413448	4/19/2024	4/19/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability	X		G28281456 005	5/1/2024	5/1/2025	Each Occurrence 1,000,000 General Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder added as additional insured only as their interests may appear.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commiss c/o Office of Resilience 2300 N Jog Road 4th floor West Palm Bch, FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE K Liljedahl, CPIA/KL <i>Karen Liljedahl</i>
--	--

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ACORD 25 (2014/01)

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INS025 (201401)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gracey-Backer Inc. 275 George Bush Boulevard Delray Beach FL 33444	CONTACT NAME: Karen Liljedahl, CPIA
	PHONE (A/C, No. Ext): (561) 276-6055 FAX (A/C, No): (561) 265-0034 E-MAIL ADDRESS: karen@gbifl.com
INSURED Community Greening Corp. c/o Lynn University Social Impact Lab 3601 N. Military Trail Boca Raton FL 33431	INSURER(S) AFFORDING COVERAGE
	INSURER A: Underwriters At Lloyd's
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2481657845 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability	X		0000-00448284A	8/12/2024	8/12/2025	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Claims made coverage form. Retro Date: 8/16/2024

CERTIFICATE HOLDER

Palm Beach County Board of County Commiss
c/o Office of Resilience
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
J Caruso, SBOS/JC *J Caruso*

