

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 7, 2025

Consent
 Ordinance

Regular
 Public Hearing

Department

Submitted By: County Administration

Submitted For: Office of Resilience

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Amendment One (Amendment) to the Grant Agreement (03D03924-0) (Agreement) with the U.S. Environmental Protection Agency (EPA) Environmental Justice Government-to-Government (EJG2G) Program, which updates and replaces terms of the Agreement.

Summary: The Office of Resilience (OOR) collaborated with the Parks and Recreation Department (PRD) on this project to expand tree canopy in the Glades region. The Agreement reimburses the County up to \$1,000,000 for tree plantings in County parks and tree giveaways in the Cities of South Bay, Belle Glade, and Pahokee in an effort to improve air quality and reduce heat islands in Western Palm Beach County. On August 20, 2024, the Board of County Commissioners (BCC) approved the Agreement. The grant performance period is from March 1, 2024, to February 28, 2027. The Amendment revises the contact information for the grant recipient, payee, and project manager, and updates the project description narrative. The Amendment changes are minor and procedural-focused and do not impact cost or the project schedule. On April 4, 2023, the BCC delegated signing authority for this grant to the County Administrator, or designee, to execute the forthcoming Agreement and all future time extensions, task assignments, certification, and other forms associated with the Agreement and any necessary minor amendments that do not change the scope of work or conditions of the forthcoming grant agreement by more than 20% of the agreement. The County's authorization and submission of the Grant Application established and accounted for its authority to enter into this Agreement upon acceptance by the EPA; therefore, a separate signature by the County in the Agreement was not required. The Catalog of Federal Domestic Assistance number is 66.312, and the Agreement number is 03D03924-0. District 6 (RM)

Background and Justification: Continued on Page 3

Attachments:

1. Amendment One to EPA Agreement No. 03D03924-0
2. EPA Agreement No. 03D03924-0
3. AIS for Delegation of Signing Authority

Recommended by:


Department Director

11-26-24
Date

Approved by:


Deputy County Administrator

12/6/24
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	<u>0</u>	_____	_____	_____	_____
Operating Costs	<u>0</u>	_____	_____	_____	_____
External Revenues	<u>0</u>	_____	_____	_____	_____
Program Income (County)	<u>0</u>	_____	_____	_____	_____
In-Kind Match (County)	<u>0</u>	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is the item included in the Current Budget?			Yes <u>X</u>	No _____	
Does this item include the use of federal funds?			Yes <u>X</u>	No _____	
Does this item include the use of state funds?			Yes _____	No <u>X</u>	

Budget Account No.:

EXP: Fund 0001 Department 261 Unit 2105 Object 3401 Program _____
 REV: Fund 0001 Department 261 Unit 2105 RSRC 3139 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This amendment does not have any fiscal impact on the grant budget.
 EPA Agreement No. 03D03924-0 \$1,000,000

C. Department Fiscal Review: SKing

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

Laura M. [Signature] 11/27/2024
 OFMB
 [Signature] 11/27
 [Signature] 11/27
[Signature] 12/3/24
 Contract Development and Control
 [Signature] 12.3.24

B. Legal Sufficiency:

[Signature] 12/4/24
 Assistant County Attorney


C. Other Department Review:

Jennifer Cirillo
Digitally signed by Jennifer Cirillo
 DN: c=org, DC=pbogov, OU=Enterprise, OU=PARK
 Email=jenifer.cirillo, E=jcirillo@pbogov
 Reason: I am the author of this document
 Date: 2024.11.21 16:23:14-0500
 Print PDF Editor Version: 12.1.0
 Parks and Recreation Director

Background and Justification:

The EPA EJG2G Program funds government activities that lead to measurable environmental or public health impacts in communities disproportionately burdened by environmental harms. This program is designed to help build broad and robust partnerships with community-based nonprofit organizations within disproportionately impacted areas. It pilots activities in specific communities that create transferable models that can be expanded or replicated in other geographic areas

The project will help the PRD execute its regreening strategy by funding its tree-planting plans in six (6) County parks, including Canal Point Recreation Area, Duncan Padgett Park, John Stretch Park, Glades Pioneer Park, Triangle Park, and Paul Rardin Park. OOR is contracting with Community Greening Corp, a local urban forestry 501(c)(3) non-profit, to manage and implement grant activities.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 03D03924	DATE OF AWARD 06/16/2024
			MODIFICATION NUMBER: 0	MAILING DATE 06/20/2024
			PROGRAM CODE: 52	
			TYPE OF ACTION New	
RECIPIENT TYPE: County			Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
RECIPIENT: COUNTY OF PALM BEACH 2300 North Jog Road 4th Floor West Palm Beach, FL 33411-4700 EIN: 59-6000785			PAYEE: County of Palm Beach 2300 North Jog Road 4th Floor West Palm Beach, FL 33411-4700	
PROJECT MANAGER Stessy Cocerez 2300 North Jog Road 4th Floor West Palm Beach, FL 33411-4700 Email: scocerez@pbc.gov Phone: 561-233-2441		EPA PROJECT OFFICER Lashon Blakely 61 Forsyth Street, S.W. Atlanta, GA 30303 Email: blakely.lashon@epa.gov Phone: 404-562-9136		EPA GRANT SPECIALIST Brayla Lawson Grants Management Section 61 Forsyth Street, S.W. Atlanta, GA 30303-8960 Email: Lawson.Brayla@epa.gov Phone: 404-562-9387
PROJECT TITLE AND DESCRIPTION Environmental Justice Government-to-Government (EJ2G) Program See Attachment 1 for project description.				
BUDGET PERIOD 03/01/2024 - 02/28/2027	PROJECT PERIOD 03/01/2024 - 02/28/2027	TOTAL BUDGET PERIOD COST \$ 1,000,000.00	TOTAL PROJECT PERIOD COST \$ 1,000,000.00	
NOTICE OF AWARD				
Based on your Application dated 04/14/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 1,000,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960			ORGANIZATION / ADDRESS U.S. EPA, Region 4, Environmental Justice, Community Health and Environmental Review Division R4 - Region 4 61 Forsyth Street SW Atlanta, GA 30303	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer				DATE 06/16/2024

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Ryan Maher P.
County Attorney

Digitally signed by Ryan Maher P.
DN: DC=org, DC=epagov, OU=Enterprise, OU=CATI, OU=Users, CN=Ryan Maher P., E=RMaher@pbc.gov
Date: 2024.11.26 14:47:18 -0500

APPROVED AS TO TERMS
AND CONDITIONS

By: May S Houston
Department Director

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 1,000,000	\$ 1,000,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 1,000,000	\$ 1,000,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.312 - Environmental Justice Government-to-Government (EJG2G) Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	24124WB018	2226	BSF5	WF	000W57XK1	4183	-	-	\$ 1,000,000
									\$ 1,000,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 0
7. Construction	\$ 0
8. Other	\$ 1,000,000
9. Total Direct Charges	\$ 1,000,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,000,000
12. Total Approved Assistance Amount	\$ 1,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 1,000,000
15. Total EPA Amount Awarded To Date	\$ 1,000,000

Attachment 1 - Project Description

This action provides funding in the amount of \$1,000,000 to assist the County of Palm Beach to support the planting of 376 trees across 6 public parks to increase equitable access to shaded outdoor recreational areas. The Project will identify two (2) locations for an urban orchard; and will ultimately create and implement one (1) location to increase community food resilience.

The activities 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. The anticipated deliverables include increased Tree Canopy in the Glades Region through Plantings in Parks and Community Areas: Between Fall 2024 and Spring 2027, the Project Team will plant 376 trees in 6 County parks in the Glades area to increase tree canopy and shade for park visitors. This project aims to start a tree planting campaign to increase the average canopy coverage in the 6 County parks in the Glades area from 4% to 10% to at least 17% - 23% 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. Between Fall 2024 and Spring 2027, the Project Team will give away at least 2,000 trees to Glades residents in at least 6 different locations to increase tree canopy coverage within neighborhoods. By Fall 2026, the Project Team will give away at least 800 fruit-bearing trees.

The expected outcomes include a calculated estimate amount of storm water runoff avoided and rainfall intercepted by the trees planted and given away. Also, a calculated 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. This project will deliver at least 400 people-hours of arboriculture workforce development to the local youth.

The intended beneficiaries include the cities of Belle Glade, South Bay, and Pahokee and comprises some of the most climate-vulnerable and underserved communities in the US. 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.

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Brayla Lawson, lawson.brayla@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): Brayla Lawson, lawson.brayla@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Brayla Lawson, lawson.brayla@epa.gov
- Payment requests (if applicable): Brayla Lawson, lawson.brayla@epa.gov and Lashon Blakely, Blakely.Lashon@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Blakely.Lashon@epa.gov

Programmatic Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. This description may include overall best practices and/or lessons learned over the project performance period, and attachments and links for materials that may be helpful to other Environmental Grants recipients or similar organizations (e.g., tip sheets, "how-to" sheets, communication materials, outreach materials, web tools, etc). These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project. Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit semi-annual performance reports electronically to the EPA Project Officer within 30 days after the reporting period. The reporting periods are every 6 months after the start of the grant period. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance. The final report shall document project activities over the entire project period.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.
6. Vehicle purchase must remain with the subawardee after the grant period ends to sustain the effort with the project.

B. EJ Grantee Workshops (Virtual and/or In-Person)

All EJG2G recipients will be required to attend at least one EJ Grantee training workshop hosted by your EPA Region. These trainings will assist all current EPA EJ grant recipients with strategic planning and project management of their grants and/or cooperative agreements, as well as afford recipients opportunities to learn from their peers and other experts. Recipients will need to identify at least one authorized official to participate. Virtual workshops will utilize webinar technology that can be accessed via personal computer. A conference call line will be available for any recipient who doesn't have the technical capability (i.e. slow internet connection) to access the webinar. Your EPA Project Officer will keep you informed of the dates of the workshops. Each EPA Regional Office will tailor their workshop agenda to the environmental needs and priorities of workshop participants and local communities in the region. Workshops may include a mix of current and former EJ grant recipients, local community stakeholders, other EPA and federal program personnel, and other attendees. Workshop attendees will together to provide perspective, insight, and lessons learned regarding environmental justice issues plaguing their communities and ways to address them. Recipients will need to identify at least one authorized official to participate. Recipients are permitted to use awarded funds to pay for travel to the workshops.

C. Review and Oversight

1. Products - The recipient agrees that any product (e.g., publication, outreach materials, training manuals) produced through this assistance agreement and made available for public view must be first reviewed by the EPA Project Officer for comment before release. The recipient shall make all final decisions on the product content.
2. Monthly Calls - The recipient shall consult with the EPA Project Officer on a monthly basis in order to obtain input on program activities and products produced. However, the recipient should make all final decisions on project implementation and product content. It is at the EPA Project Officer's discretion to determine any change to the frequency with which calls are held.
3. Prior Approval - Any proposed changes to the project must be submitted in writing to the EPA Project Officer for approval prior to implementation. The recipient incurs costs at its own risk if it fails to obtain written approval before implementing any changes.

D. Post-Project Period Follow-up and Engagement

For no less than one year after completion of the project, recipient agrees to periodically update its designated EPA Project Officer on current communitybased and environmental justice work the recipient is performing and how/if that work relates to its now completed EJCS project. These periodic updates may include (but are not limited to) recent local media reports, additional grant funding received, new initiatives, and developing partnerships. The EPA EJ Grants program is invested in the long-term success of each EJ Grant recipient and its long-term impact on addressing the disproportionate environmental and public health impacts plaguing their communities. These post-project period updates allow the EJ Grants program to provide past recipients with additional guidance about applicable funding opportunities, potential collaborations, and technical assistance that may assist recipients in their future work*. The periodic updates also allow the program to track best practices that lead to greater project sustainability and long-term community revitalization for impacted community residents. The frequency of these periodic updates will be at the discretion of the designated EPA Project Officer and will be discussed with the recipient before the end of the project period. Recipients are also encouraged to continue providing updates and engaging with their EPA Project Officers beyond the additional year after the end of the project.

*NOTE – Compliance with this term & condition will not give the recipient priority during future EPA EJ grant competitions and is not a guarantee for future EPA grant funding.

E. State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the

subrecipient's network or information system is connected to EPA networks to whether the subrecipient has contacted the EPA Project Officer. Nothing in

this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Procurement Terms and Conditions

The recipient agrees to conduct all procurement actions under this assistance agreement in accordance with the procurement standards set forth in Title 2

CFR, Parts 200.317 through 200.327, 2 CFR Part 1500 and 40 CFR Part 33. EPA provides additional guidance on complying with these requirements in the Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements which is available at <https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipmentunder-epa-assistance> Any costs incurred by the recipient under contracts and/or small purchases that EPA determines to be in noncompliance with EPA procurement standards shall be unallowable for Federal reimbursement.

G. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Community Greening received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

H. Paperwork Reduction Act

Recipient is planning to conduct a survey or other information collection of identical information from 10 or more parties but EPA will not sponsor the information collection for the purposes of OMB's Paperwork Reduction Act rules. EPA will not fund the design and administration of the information collection (e.g. survey) and will not be substantially involved in these activities which will be excluded from the scope of work for the cooperative agreement. Notwithstanding any references to collection of information in the recipient's application or proposal for EPA funding, the scope of work for this cooperative agreement does not include a survey or other information collection of identical information from 10 or more parties. No EPA funds (directly paid by EPA or from the recipient's cost share) may be used for the design or administration of such an information collection, and EPA personnel may not participate in such activities. Reasonable costs for analyzing independently collected information and publishing the results of such information collections are allowable to the extent authorized in the EPA approved budget for this agreement.

I. DURC/iDURC

The recipient agrees to not initiate any life sciences research involving agents and toxins identified in Section 6.2.1 of the United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy) until appropriate review and clearance by the recipient institution's Institutional Review Entity (IRE). The recipient also agrees to temporarily suspend life sciences research in the event that, during the course of the research project, the IRE determines that the life sciences research meets the definition of DURC in the iDURC Policy, and the recipient agrees to notify the EPA Institutional Contact for Dual Use Research (iCDUR) (DURC@epa.gov) of the institution's determination.

J. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1.) monthly telephone calls and other monitoring,
- 2.) reviewing project phases and providing approval to continue to the next phase,
- 3.) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 4.) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).
- 5.) reviewing and commenting on the programmatic progress reports
- 6.) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).
- 7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 03D03924	DATE OF AWARD
		MODIFICATION NUMBER: 0	06/16/2024
		PROGRAM CODE: 52	MAILING DATE
		TYPE OF ACTION New	06/20/2024
		PAYMENT METHOD: ASAP	ACH# 40836
RECIPIENT TYPE: County	Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
RECIPIENT:	PAYEE:		
COUNTY OF PALM BEACH 301 N OLIVE AVE West Palm Beach, FL 33401-4700 EIN: 59-6000785	County of Palm Beach 301 N. Olive Ave. West Palm Beach, FL 33401		
PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST	
Mark Cassini 3601 N. Military Trl Social Impact Lab, Lynn University Boca Raton, FL 33431-5507 Email: mcassini@communitygreening.org Phone: 561-927-8733	Lashon Blakely 61 Forsyth Street, S.W. Atlanta, GA 30303 Email: blakely.lashon@epa.gov Phone: 404-562-9136	Brayla Lawson Grants Management Section 61 Forsyth Street, S.W. Atlanta, GA 30303-8960 Email: Lawson.Brayla@epa.gov Phone: 404-562-9387	
PROJECT TITLE AND DESCRIPTION Environmental Justice Government-to-Government (EJG2G) Program See Attachment 1 for project description.			
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ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS		ORGANIZATION / ADDRESS	
U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960		U.S. EPA, Region 4, Environmental Justice, Community Health and Environmental Review Division R4 - Region 4 61 Forsyth Street SW Atlanta, GA 30303	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer			DATE 06/16/2024

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

County Attorney

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
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State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 1,000,000	\$ 1,000,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.312 - Environmental Justice Government-to-Government (EJG2G) Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
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									\$ 1,000,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
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4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 0
7. Construction	\$ 0
8. Other	\$ 1,000,000
9. Total Direct Charges	\$ 1,000,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	\$ 1,000,000
12. Total Approved Assistance Amount	\$ 1,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 1,000,000
15. Total EPA Amount Awarded To Date	\$ 1,000,000

Attachment 1 - Project Description

This action provides funding in the amount of \$1,000,000 to assist the County of Palm Beach to support the planting of 430 trees across 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 locations for and create two urban orchards to increase community food resilience.

The activities 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. The anticipated deliverables include increased Tree Canopy in the Glades Region through Plantings in Parks and Community Areas: Between Spring 2024 and Fall 2026, the Project Team will plant 430 trees in 6 County parks in the Glades area to increase tree canopy and shade for park visitors. This project aims to start a tree planting campaign to increase the average canopy coverage in the 6 County parks in the Glades area from 4% to 10% to at least 17% - 23% 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. Between Spring 2024 and Fall 2025, the Project Team will give away at least 2,000 trees to Glades residents in at least 6 different locations to increase tree canopy coverage within neighborhoods. By Fall 2026, the Project Team will give away at least 800 fruit-bearing trees.

The expected outcomes include a calculated estimate amount of storm water runoff avoided and rainfall intercepted by the trees planted and given away. Also, a calculated 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. This project will deliver at least 2,500 people-hours of arboriculture workforce development to the local youth.

The intended beneficiaries include the cities of Belle Glade, South Bay, and Pahokee and comprises some of the most climate-vulnerable and underserved communities in the US. 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.

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Brayla Lawson, lawson.brayla@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): Brayla Lawson, lawson.brayla@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Brayla Lawson, lawson.brayla@epa.gov
- Payment requests (if applicable): Brayla Lawson, lawson.brayla@epa.gov and Lashon Blakely, Blakely.Lashon@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Blakely.Lashon@epa.gov

Programmatic Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. This description may include overall best practices and/or lessons learned over the project performance period, and attachments and links for materials that may be helpful to other Environmental Grants recipients or similar organizations (e.g., tip sheets, "how-to" sheets, communication materials, outreach materials, web tools, etc). These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project. Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit semi-annual performance reports electronically to the EPA Project Officer within 30 days after the reporting period (every three- or six-month period). The reporting periods are every 6 months after the start of the grant period. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance. The final report shall document project activities over the entire project period.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.
6. Vehicle purchase must remain with the subawardee after the grant period ends to sustain the effort with the project.

B. EJ Grantee Workshops (Virtual and/or In-Person)

All EJG2G recipients will be required to attend at least one EJ Grantee training workshop hosted by your EPA Region. These trainings will assist all current EPA EJ grant recipients with strategic planning and project management of their grants and/or cooperative agreements, as well as afford recipients opportunities to learn from their peers and other experts. Recipients will need to identify at least one authorized official to participate. Virtual workshops will utilize webinar technology that can be accessed via personal computer. A conference call line will be available for any recipient who doesn't have the technical capability (i.e. slow internet connection) to access the webinar. Your EPA Project Officer will keep you informed of the dates of the workshops. Each EPA Regional Office will tailor their workshop agenda to the environmental needs and priorities of workshop participants and local communities in the region. Workshops may include a mix of current and former EJ grant recipients, local community stakeholders, other EPA and federal program personnel, and other attendees. Workshop attendees will together to provide perspective, insight, and lessons learned regarding environmental justice issues plaguing their communities and ways to address them. Recipients will need to identify at least one authorized official to participate. Recipients are permitted to use awarded funds to pay for travel to the workshops.

C. Review and Oversight

1. Products - The recipient agrees that any product (e.g., publication, outreach materials, training manuals) produced through this assistance agreement and made available for public view must be first reviewed by the EPA Project Officer for comment before release. The recipient shall make all final decisions on the product content.
2. Monthly Calls - The recipient shall consult with the EPA Project Officer on a monthly basis in order to obtain input on program activities and products produced. However, the recipient should make all final decisions on project implementation and product content. It is at the EPA Project Officer's discretion to determine any change to the frequency with which calls are held.
3. Prior Approval - Any proposed changes to the project must be submitted in writing to the EPA Project Officer for approval prior to implementation. The recipient incurs costs at its own risk if it fails to obtain written approval before implementing any changes.

D. Post-Project Period Follow-up and Engagement

For no less than one year after completion of the project, recipient agrees to periodically update its designated EPA Project Officer on current community-based and environmental justice work the recipient is performing and how/if that work relates to its now completed EJGPS project. These periodic updates may include (but are not limited to) recent local media reports, additional grant funding received, new initiatives, and developing partnerships. The EPA EJ Grants program is invested in the long-term success of each EJ Grant recipient and its long-term impact on addressing the disproportionate environmental and public health impacts plaguing their communities. These post-project period updates allow the EJ Grants program to provide past recipients with additional guidance about applicable funding opportunities, potential collaborations, and technical assistance that may assist recipients in their future work*. The periodic updates also allow the program to track best practices that lead to greater project sustainability and long-term community revitalization for impacted community residents. The frequency of these periodic updates will be at the discretion of the designated EPA Project Officer and will be discussed with the recipient before the end of the project period.

Recipients are also encouraged to continue providing updates and engaging with their EPA Project Officers beyond the additional year after the end of the project.

*NOTE – Compliance with this term & condition will not give the recipient priority during future EPA EJ grant competitions and is not a guarantee for future EPA grant funding.

E. State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Procurement Terms and Conditions

The recipient agrees to conduct all procurement actions under this assistance agreement in accordance with the procurement standards set forth in Title 2 CFR, Parts 200.317 through 200.327, 2 CFR Part 1500 and 40 CFR Part 33. EPA provides additional guidance on complying with these requirements in the Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements which is available at <https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance>. Any costs incurred by the recipient under contracts and/or small purchases that EPA determines to be in noncompliance with EPA procurement standards shall be unallowable for Federal reimbursement.

G. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Community Greening received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

H. Paperwork Reduction Act

Recipient is planning to conduct a survey or other information collection of identical information from 10 or more parties but EPA will not sponsor the information collection for the purposes of OMB's Paperwork Reduction Act rules. EPA will not fund the design and administration of the information collection (e.g. survey) and will not be substantially involved in these activities which will be excluded from the scope of work for the cooperative agreement. Notwithstanding any references to collection of information in the recipient's application or proposal for EPA funding, the scope of work for this cooperative agreement does not include a survey or other information collection of identical information from 10 or more parties. No EPA funds (directly paid by EPA or from the recipient's cost share) may be used for the design or administration of such an information collection, and EPA personnel may not participate in such activities. Reasonable costs for analyzing independently collected information and publishing the results of such information collections are allowable to the extent authorized in the EPA approved budget for this agreement.

I. DURC/iDURC

The recipient agrees to not initiate any life sciences research involving agents and toxins identified in Section 6.2.1 of the United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy) until appropriate review and clearance by the recipient institution's Institutional Review Entity (IRE). The recipient also agrees to temporarily suspend life sciences research in the event that, during the course of the research project, the IRE determines that the life sciences research meets the definition of DURC in the iDURC Policy, and the recipient agrees to notify the EPA Institutional Contact for Dual Use Research (iCDUR) (DURC@epa.gov) of the institution's determination.

J. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1.) monthly telephone calls and other monitoring,
- 2.) reviewing project phases and providing approval to continue to the next phase,
- 3.) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 4.) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).
- 5.) reviewing and commenting on the programmatic progress reports
- 6.) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).
- 7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budget?			Yes _____	No <u>X</u>	
Does this item include the use of federal funds?			Yes _____	No <u>X</u>	
Budget Account No.:					
Fund	Department	Unit	Object	Program	

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 There is no fiscal impact associated with this item.

C. Department Fiscal Review: Done 03/07/23

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

for review 3/10/23
ASDell 3/13/23
 OFMB 4A 318 UM 3/14
Ann S. Sawback 3/15/23
 Contract Development and Control
 3/14/23

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

Background and Justification:

The EPA EJG2G Program provides funding at the state, local, territorial, and tribal level to support government activities that lead to measurable environmental or public health impacts in communities disproportionately burdened by environmental harms. This program is designed to help build broad and robust partnerships with community-based nonprofit organizations (CBOs) within disproportionately impacted areas. It pilots activities in specific communities that create transferable models that can be expanded or replicated in other geographic areas.