Agenda Item: 3GG-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 19, 2025 **[X] Consent** **[ ] Regular** **[ ] Ordinance** **[ ] Public Hearing**

Department
Submitted By: County Administration
Submitted For: Office of Resilience

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) **receive and file** Amendment Two (Amendment) to the Grant Agreement (No. 03D03924) (Agreement) with the Environmental Protection Agency (EPA) Environmental Justice Government to Government (EJG2G) program, which replaces and updates major terms of the Agreement, originally beginning March 1, 2024, and ending February 28, 2027; and

B) **approve** a downward Budget Amendment of $906,026 from the EJG2G program Grant to the General Fund to recognize the decrease in revenue of the grant award from the EPA.

Summary:
The Office of Resilience (OOR) was awarded a grant from the EPA's EJG2G program for $1,000,000 to manage the Resilient Glades Tree Campaign project (Project), which would expand tree canopy in the western region of the County through tree plantings and residential tree giveaways. The Project was in partnership with Community Greening, a local urban forestry non-profit, and the Palm Beach County (PBC) Parks and Recreation Department. On August 20, 2024, the PBC Board of County Commissioners (BCC) approved the Agreement. The grant performance period was originally scheduled from March 1, 2024, to February 28, 2027.

On March 31, 2025, per the terms of the Agreement and Code of Federal Rules, the EPA sent OOR a termination notice memo along with an amended agreement that included a stop work order and stated that the project's objectives no longer aligned with the EPA's funding priorities. The updated performance period is listed from March 1, 2024, through March 31, 2025. All grant-related activities, except for those required for grant closeout, were ordered to be discontinued. OOR had expended $93,974 prior to the stop work order notice and expects to be reimbursed by the EPA upon their review and approval of the final report with the amount owed. The Catalog of Federal Domestic Assistance number for the grant is 66.312, and the Agreement number is 03D03924-0. District 6 (RM)

Background and Justification: Continued on Page 3

Attachments:
1. No. 03D03924 Agreement Amendment No. 2
2. EPA Termination Memo
3. Budget Amendment
4. No. 03D03924 Executed Agreement

Recommended by: _____ 7-1-25
Department Director **Date**

Approved by: _____ 7/16/25
Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five-Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	0				
Operating Costs	(906,026)				
External Revenues	906,026				
Program Income (County)	0				
In-Kind Match (County)	0				
NET FISCAL IMPACT	0	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget? Yes X No ____

Does this item include the use of federal funds? Yes X No ____

Does this item include the use of state funds? Yes ____ No X

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:

EPA Agreement 03D03924	$1,000,000.00
Amount Expended before Termination	($93,973.04)
Terminated Amount	$906,026.96

C. Department Fiscal Review: SKing 7/1/25

III. REVIEW COMMENTS

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

7/8/2025
OFMB 7/7 mO 7/7 AAF 7/7

7/8/25
Contract Development and Control ZG 7.8.25

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Parks and Recreation Department Director

Background and Justification:

The EPA EJG2G Program funded government activities that lead to measurable environmental or public health impacts in communities disproportionately burdened by environmental harms. This program was designed to help build broad and robust partnerships with community-based nonprofit organizations within disproportionately impacted areas. It intended to pilot activities in specific communities that would lead to the creation of transferable models that could be expanded or replicated in other geographic areas.

The project was designed to help contribute to the PRD's 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 contracted with Community Greening Corp, a local urban forestry 501(c)(3) non-profit, to manage and implement grant activities.

U.S. ENVIRONMENTAL PROTECTION AGENCY

Assistance Amendment

GRANT NUMBER (FAIN): 03D03924 MODIFICATION NUMBER: 1 PROGRAM CODE: 52	DATE OF AWARD 03/31/2025
TYPE OF ACTION No Cost Amendment	MAILING DATE 03/31/2025
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 2300 North Jog Road 4th Floor West Palm Beach, FL 33411-4700 EIN: 59-6000785	County of Palm Beach 2300 North Jog Road 4th Floor West Palm Beach, FL 33411-4700

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Stessy Cocerez 2300 North Jog Road 4th Floor West Palm Beach, FL 33411-4700 Email: scocerez@pbc.gov Phone: 561-233-2441	Lashon Blakely 61 Forsyth Street, S.W. Atlanta, GA 30303-8960 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 EXPLANATION OF CHANGES

Environmental Justice Government-to-Government (EJG2G) Program

This amendment is to stop work; terminate the agreement; reduce performance period duration; curtail scope of work; and waive certain reporting requirements. Administrative terms and conditions are added.

Per 2 CFR 200.340 and the Termination General Terms and Conditions of this agreement, EPA is terminating this award. Your organization shall immediately stop work and take all reasonable steps to minimize the incurrence of costs otherwise allocable to the assistance agreement. See terms and conditions.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
03/01/2024 - 03/31/2025	03/01/2024 - 03/31/2025	$ 1,000,000.00	$ 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 $ 0.00. 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	ORGANIZATION / ADDRESS
U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4, Community Health and Environmental Review Division R4 - Region 4 61 Forsyth Street, S.W. Atlanta, GA 30303-8960

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 03/31/2025

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 1,000,000	$ 0	$ 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	$ 1,000,000	$ 0	$ 1,000,000

Assistance Program	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

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 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	$ 0
15. Total EPA Amount Awarded To Date	$ 1,000,000

Administrative Conditions

The following Administrative Term and Condition Is Added.

B. UNILATERAL TERMINATION

1. The Agency is asserting its right under 2 CFR 200.340 and the Termination General Term and Condition of this agreement to unilaterally terminate this award. This amendment serves as required notice under 2 CFR 200.341.

2. Consistent with 2 CFR 200.343 Effect of suspension and termination, costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after the termination of a Federal award are not allowable. Costs after termination are allowable if:

a. The costs result from financial obligations which were properly incurred by the recipient or subrecipient before the effective date of suspension or termination, and not in anticipation of it; and

b. The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

c. The costs are reasonable and necessary termination costs consistent with 2 CFR 200.472.

3. Federal Financial Reporting (FFR) General Terms and Conditions is still in full force and effect. EPA recipients must submit the SF-425 no later than 120 calendar days after the end date of the period of performance of the award.

4. Programmatic Terms and Conditions. Performance reporting is still in full force and effect. The recipient must submit the final report no later than 120 calendar days after the period of performance.

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include information on each of the following areas:

a. A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period;

b. Explanations on why established outputs/outcomes were not met; and

c. Additional information, analysis, and explanation of cost overruns or high-than-expected-unit costs.

5. Waiver of Reports

The following reports are waived:

a. Utilization of Disadvantaged Business Enterprises General Terms and Conditions, EPA Form 5700-52A.

b. Tangible Personal Property Report, SF-428, General Terms and Conditions.

6. Record Retention

Access to Records, 2 CFR 200.337, is still in full force and effect. The termination of this award does not affect the right of EPA to disallow costs and recover funds on the basis of a later audit or other reviews. Information regarding record retention, property disposition in accordance with EPA regulations, and other frequently asked questions can be accessed at https://www.epa.gov/grants/frequent-questions-about-closeouts.

Programmatic Conditions

All Programmatic Conditions Remain the Same

OFFICE OF MISSION SUPPORT
WASHINGTON, D.C. 20460

March 31, 2025

MEMORANDUM

SUBJECT: Termination of EPA Assistance Agreement 52-03D03924 under 2 CFR 200.340

FROM: EPA Award Official

TO: Megan Houston, Director Office of Resilience
County of Palm Beach

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. 52-03D03924 awarded to County of Palm Beach. This EPA Assistance Agreement is terminated in its entirety effective immediately on the grounds that the award no longer effectuates the program goals or agency priorities. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The grant specified above provides funding for programs that promote initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions; that are not free from fraud, abuse, waste, or duplication; or that otherwise fail to serve the best interests of the United States. The grant is inconsistent with, and no longer effectuates, Agency priorities.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a:)

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. *See* 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to "promptly refund any unobligated funds" that have been paid out but "are not authorized to be retained." *See* 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO),McOmber.Kevin@epa.gov, must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, with a copy to the EPA Award Official, Shelmon.Shantel@epa.gov within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. *See* 2 CFR 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT
Amendment Document

cc: Brayla Lawson, EPA Grants Specialist
Lashon Blakely, EPA Project
Officer Mark Cassini, Grantee
Program Manger

25-0811

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 261 060225-0488

BGEX 261 060225-1373

FUND 0001 - General Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 06/02/25	REMAINING BALANCE
REVENUES									
0001-261-2105-3139	Fed Grnt Other Phys Envir	EPA EJG2G Glades Tree Campaign	0	1,000,000	0	906,026	93,974		
	Total Fund Revenues		**2,373,562,814**	**2,414,092,148**	**0**	**906,026**	**2,413,186,122**		
EXPENDITURES									
0001-261-2105-3401	Other Contractual Services	EPA EJG2G Glades Tree Campaign	0	1,000,000	0	906,026	93,974	93,973	1
	Total Fund Expenditures		**2,373,562,814**	**2,414,092,148**	**0**	**906,026**	**2,413,186,122**		

SIGNATURES	DATES
Meg S Houston	7/7/25
Initiating Department/Division	
Lisa Martin	7/8/2025
Administration/Budget Department Approval	
OFMB Department - Posted	

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: August 19, 2025

Deputy Clerk to the
Board of County Commissioners

Updated by OFMB 06/18/2024

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 03D03924 MODIFICATION NUMBER: 0 PROGRAM CODE: 52	DATE OF AWARD 06/16/2024
TYPE OF ACTION New	MAILING DATE 06/20/2024
PAYMENT METHOD: ASAP	ACH# 40836

RECIPIENT TYPE:
County

Send Payment Request to:
Contact EPA RTPFC at: rtpfc-grants@epa.gov

RECIPIENT:
COUNTY OF PALM BEACH
301 N OLIVE AVE
West Palm Beach, FL 33401-4700
EIN: 59-6000785

PAYEE:
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.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
03/01/2024 - 02/28/2027	03/01/2024 - 02/28/2027	$ 1,000,000.00	$ 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	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
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 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 EJCPS 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.