

SUBAWARD AGREEMENT
BETWEEN
National Arbor Day Foundation
AND
City of Port St. Lucie, FL

This is a Subaward agreement for a sub-grant under a federal assistance grant between the **National Arbor Day Foundation** d/b/a Arbor Day Foundation (hereinafter “Arbor Day Foundation”) and **City of Port St. Lucie, FL** (hereinafter “Sub-grantee” or Subrecipient).

This Sub-grant is issued to the Sub-grantee on the expressed condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which includes the Award Provisions (**APPENDIX I**); the approved Project Work Plan (**ATTACHMENT I**); and the Approved Project Budget (**ATTACHMENT II**). All attachments and appendices are incorporated herein and made a part of this Sub-award Agreement.

The Sub-grantee is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found. Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact the Arbor Day Foundation primary contact.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY

- A.1 The Arbor Day Foundation office located at 211 N. 12th Street, Lincoln, Nebraska, will have administrative and programmatic oversight over the implementation of and compliance with the terms of this agreement.
- A.2 Sub-grantee shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient, to pay the non-Federal share of project costs, when applicable.

B. PERIOD OF SUB-GRANT AGREEMENT

- B.1 This sub-grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Sub-grantee in furtherance of program objectives during the period commencing on the effective date and terminating no later than the completion date of **September 30, 2028**.
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.

C. ORIGINATING SOURCE OF FUNDING

- C.1 The originating source of these Federal assistance grant funds is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program.
- C.2 The originating grant period is from **December 18, 2023, to November 30, 2028**.
- C.3 The National Arbor Day Foundation’s Award Cooperative Agreement number is **24-CA-11132544-015**.

D. AMOUNT OF SUB-GRANT AND PAYMENT

- D.1 Arbor Day Foundation, acting in the capacity of a pass-through entity under this Sub-grant agreement, will pay Sub-grantee a total of **\$1,000,000.00** for the successful completion of services provided under this Federal assistance Sub-grant.
- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. The Arbor Day Foundation shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.
- D.3 Payment will be made to Sub-grantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of bi-annual financial reports (see **“Reporting”, Section G**) in a format established by or pre-approved by the Arbor Day Foundation. Funds will be made available within 10 working days of receipt of the financial reports in accordance with the reporting provisions in **Section G**. No funds will be released until required program and monitoring reports are received and accepted.
- D.4 Arbor Day Foundation reserves the right to withhold cash payment for any of the following:
- Sub-grantee failure to make satisfactory progress towards the goals and objectives set forth in Attachment 1,
 - Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this agreement, or
 - Sub-grantee inability to submit reliable and/or timely reports or other deliverables as described in this agreement.
- D.5 Arbor Day Foundation reserves the right to withhold 10% of the Sub-grant amount from final payment until after all required final project reports are received and accepted by the Arbor Day Foundation.
- D.6 All payments to Sub-grantee will be made via ACH payment, to the account provided to the Arbor Day Foundation by the Sub-grantee. Sub-Grantee must provide a completed W-9 form prior to initial payment being made.

Use of Award Funds

- D.7 Award funds and any interest earned thereon shall not be used:
- To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”));
 - To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
 - To make any awards to individuals or organizations (unless pre-approved in writing by ADF).
 - No part of the Award funds shall be paid to any ADF official, and Awardee acknowledges that no gifts or services were or will be rendered to ADF or any ADF official in exchange for this Award.

E. MATCHING OR COST SHARE REQUIREMENTS

The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

F. SUB-GRANT MODIFICATIONS

Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Arbor Day Foundation is not obligated to fund any changes not properly approved in advance.

G. REPORTING

Financial Reporting

- G.1 Sub-grantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by the Arbor Day Foundation, Sub-grantee may be required to send the supporting documentation to support claims made on the Financial Report. The Arbor Day Foundation may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Sub-grantee as necessary.
- G.2 Sub-grantee shall prepare financial reports on a bi-annual basis throughout the project period. These reports will be due each year, by May 30 and November 30. Failure to submit reports may result in future payment delays.
- G.3 Financial reports shall include at a minimum the following information:
- Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
 - An accounting of year-to-date expenses, indicating cumulative actuals versus budget;
 - Grant balance remaining as of reporting period;
- Supporting documentation.
- G.4 A final financial report under this Sub-grant must be provided to the Arbor Day Foundation no later than September 30, 2028.

Programmatic Reporting

- G.5 Sub-grantee shall prepare written programmatic reports on a bi-annual basis throughout the project period. These reports will be due each year, by **May 30** and **November 30**. Failure to submit reports may result in future payment delays. To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.
- G.6 Programmatic reports should include the following information:
- Major activities, program highlights, and accomplishments during this period.
 - Challenges faced and issues encountered, including any deviations or departures from the original project plan.
 - Corrective action planned to resolve implementation problems and the effect of these problems on the remaining schedule for achieving the project goals.
 - Significant findings and events.
 - Planned activities for the following quarters.
 - Administrative and logistical changes or constraints.
- G.7 A final programmatic report under this Sub-grant must be provided to the Arbor Day Foundation no later than **September 30, 2028**.
- G.8 All required reports should be submitted to the Arbor Day Foundation, according to the dates indicated in this Agreement.
- G.9 The Arbor Day Foundation may, at its discretion, require other programmatic reports from Sub-grantee.

H. MANDATORY AWARD PROVISIONS

The Award Provisions are attached in Appendix I.

I. MONITORING, EVALUATION AND SANCTIONS

- I.1 As a condition of the receipt of this award, the Arbor Day Foundation may conduct monitoring to ensure Sub-grantee capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this agreement and to verify that the Sub-grantee has in place effective internal controls to achieve these goals.
- I.2 Monitoring will include an assessment of the performance of the Sub-grantee against the goals and performance standards of the Federal Assistance Grant and as required herein. Substandard performance as determined by the Arbor Day Foundation) may constitute non-compliance with this Agreement.
- I.3 As a part of its ongoing monitoring process, the Arbor Day Foundation will evaluate Sub-grantee progress and project goal attainment based on the bi-annual reports prepared by Sub-grantee and submitted to the Arbor Day Foundation, as well as through regular meetings and/or ongoing discussions with Sub-grantee project staff.
- I.4 In addition, the Arbor Day Foundation reserves the right to request and conduct an onsite visit as part of its monitoring plan. In the event an onsite visit is requested, the Arbor Day Foundation will inform the Sub-grantee in writing, at least two weeks prior to the visit, of the date of the visit, the purpose of the visit, the program being monitored, the name of the Arbor Day Foundation staff member conducting the visit, and the areas or files to be reviewed.
- I.5 Sub-grantee shall adhere to any monitoring and evaluation plans developed and specifically required by the Arbor Day Foundation as a result of any and all monitoring activities.
- I.6 The Arbor Day Foundation reserves the right to require additional monitoring and evaluation measures to ensure that the Sub-grantee fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring.
- I.7 The Arbor Day Foundation reserves the right to terminate this Sub-grant Agreement if Sub-grantee is unwilling or unable to achieve and/or complete any portion of or all project goals, or if the Sub-grantee refuses to cooperate with the Arbor Day Foundation monitoring requests.
- I.8 If action to correct substandard performance revealed during monitoring is not taken by the Sub-grantee within a reasonable period of time after being notified by the Arbor Day Foundation, Sub-grant suspension or termination measures may be initiated.
- I.9 In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements, found in §200.501(a), audit requirements for Federal awards, non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with §200.514 Scope of Audit. Further, §200.512 requires that the final report for such audit be completed within nine months of the entity's fiscal year end.

As a condition of this award, the sub-grantee will be required to annually certify if their organization has been subject to the Single Audit requirement according to the above citations. This certification will be done by completing a form via the Arbor Day Foundation's Grant Management System, Submittable. A copy of any required Single Audit reports will be forwarded to the Arbor Day Foundation no later than 9 months after the entity's fiscal year.

J. SUB-AWARDS

- J.1 Unless already approved, no funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant without prior written approval from the Arbor Day Foundation.
- J.2 Under the terms of this agreement with the Arbor Day Foundation, the Sub-grantee has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant agreement to the

Arbor Day Foundation at the address specified in **Section Q.1.**

K. LIMITATION

The Arbor Day Foundation and Sub-grantee understand and acknowledge that, except as expressly provided in this Sub-grant Agreement, there is no other obligation whatsoever to provide additional support to Sub-grantee for purposes of this or any other project.

L. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

M. AMENDMENT

This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant documents, after formal consultations and agreement between the Parties.

N. INSURANCE

N.1 The Sub-grantee shall maintain all the following insurance coverage during the period of this grant:

- a. General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:
 - Premises - Operations
 - Products and Completed Operations
 - Personal Injury Liability
 - Contractual LiabilityThe policy shall be on an occurrence form and limits shall not be less than:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal & Advertising Injury
- b. Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.
- c. Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State in which the Sub-Grantee is performing work under this grant award.

N.2 Sub-grantee must provide to the Arbor Day Foundation written Proof of Insurance within 30 days of the effective date of this Agreement and annually as requested.

N.3 If Sub-grantee is self-insured, the Sub-grantee must provide written documentation verifying self-insured status. Proper documentation will override stated insurance requirements.

O. ELECTION OF DE MINIMIS INDIRECT RATE.

For the Administration of this grant, the Arbor Day Foundation has elected to use the de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). Each Sub-grantee will be allowed to use their own federally approved indirect rate, cost allocation plan, or the 10% de minimis rate.

P. GOVERNING LAW

The federal or state courts located in the State of Nebraska shall have jurisdiction to hear any dispute under this Agreement.

Q. NOTICE

- Q.1 The **Arbor Day Foundation** provides the following addresses as the *primary points of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

Names:	Kristi Hurley, Grants Administrator Amy Lester, Project Coordinator Lex Milburn, Project Coordinator
Organization:	Arbor Day Foundation
Address:	211 N. 12 th Street, Lincoln, Nebraska
Country:	United States
Email Addresses:	khurley@arborday.org
	Alester@arborday.org
	lmilburn@arborday.org

- Q.2 The **Sub-grantee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

Name:	Shereese Snagg
Organization:	City of Port St. Lucie, FL
City, State and Zip:	Port St. Lucie, FL 34984
Country:	United States
Email Address:	ssnagg@cityofpsl.com
UEI#:	X24XLGNLM123

R. REPRESENTATIONS AND WARRANTIES

- R.1 The Grantee and the Sub-Grantee shall be independent contractors, and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.
- R.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

Acknowledged and Accepted:

By: _____
Dan Lambe, CEO
National Arbor Day Foundation

By: _____
Jesus Merejo, City Manager
City of Port St. Lucie, FL

Date: _____

Date: _____

ATTACHMENTS

- I. Sub-grantee Project Work Plan
- II. Sub-grantee Approved Project Budget

APPENDIX

- I. Mandatory Standard Provisions

- Attachment A – 2 CFR PART 170

- Attachment B – Whistleblower Notice

- Attachment C - AD-1048 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

ATTACHMENT I APPROVED PROJECT WORK PLAN

1. Project Scope Alignment:

Describe the issues this project is seeking to address and how the project will contribute to the goals in this funding opportunity, including congressional, Justice40, [State Forest Action Plans](#), and [Ten-Year Urban and Community Forestry Action Plan \(2016-2026\)](#) priorities.

Over the past several decades, Port St. Lucie has experienced explosive growth. From a population of 330 people in 1970, the community has expanded to more than 225,000 today – now Florida’s seventh largest city. Port St. Lucie has become one of the fastest-growing places in the country, driven in large part by people fleeing higher home prices in South Florida. That growth will continue, with plans to hit 400,000 by mid-century.

Today, Port St. Lucie is diverse bedroom community. Port St. Lucie is 45.4% minority, with significant Black (20.8%) and Hispanic (21.8%) populations. The city is challenged by some economic distress. Exactly 9.0% of residents live in poverty and per capita income is \$32,520 (13.6% less than the national level of \$37,638).

Much of Port St. Lucie’s population is concentrated along the U.S. Route 1 corridor. Census Tracts 3815.02, 3816.03, 3818.02, 3818.04, 3820.02, 3820.09, 3820.10, and 3822, located in this area and the target for Urban & Community Forestry funding, are significantly more challenged than the city as a whole. Poverty is greater than the United States rate (13.4%) in half the project zone. Per capita incomes are also lower in every Census Tract, ranging from 16.6-39.4% below the national level.

Within Port St. Lucie, minorities and people with lower income often live in places with fewer trees. Every year, Port St. Lucie loses significant tree canopy in the city due to age, disease, weather-related events, invasive species, and development. Annual budget constraints do not support an equal replacement of trees. A thriving urban forest is critical to Port St. Lucie’s environment, economy, and well-being.

Neighborhoods with fewer trees have hotter temperatures than areas with robust canopy cover. Extreme heat events – i.e., temperatures that are well above normal conditions for consecutive days and nights – are an increasing risk for cities like Port St. Lucie due to both the urban heat island effect. Buildings, roads, and paved surfaces in the built environment contribute to the heat island effect.

Extreme weather events also pose a growing threat to the social, economic, and environmental well-being of the community. In Port St. Lucie, residents are already experiencing more frequent and more intense hurricanes. Since 2010, Port St. Lucie has received eight major disaster declarations, including for Hurricanes Nicole (2022), Ian (2022), Dorian (2019), Irma (2017), Matthew (2016), and Isaac (2012). Increased precipitation, hotter summers, warmer and wetter winters, and more severe storms can damage infrastructure, disrupt services, drain resources, and impair a city’s capacity to respond to residents’ needs. As one of the state’s fastest growing communities, extreme weather events and associated flooding challenge Port St. Lucie’s safety and security. Extreme weather events are becoming more regular in Florida with rising temperatures. These storms diminish the tree canopy and increase future flooding risks. Improved resilience is critical to protecting lives and property across the area.

Increasing temperatures impact people differently. For vulnerable people, including older populations, children, residents with certain health conditions, and those with limited or no access to cooling or shade, extreme heat can be dangerous and even deadly. The older neighborhoods that are the focus of this tree planting effort along the U.S. Route 1 corridor have high vulnerability to extreme heat.

The proposed Grow Green, Port St. Lucie initiative seeks to connect urban forestry with the community's sustainability, equity, and health goals. The issues that increased tree planting will help the community address include:

- Lost canopy: Without careful planning, age, disease, infestation, and continued development will further diminish Port St. Lucie's tree canopy cover. While the City supports tree replanting annually, that effort has not kept pace with its loss of green infrastructure. Federal investment will help Port St. Lucie to increase its canopy cover.
- Greenhouse gas emissions: Trees absorb carbon dioxide and store carbon in wood, which helps to reduce greenhouse gases. One acre of forest can absorb up to six tons of carbon dioxide and put out four tons of oxygen per year.
- Air pollution: Shade trees reduce pollution and return oxygen to the atmosphere. In addition to carbon dioxide, trees' leaves or needles absorb pollutants, such as ozone, nitrogen dioxide, sulfur dioxide, and some particulate matter.
- Stormwater management: The St. Lucie River is part of the larger Indian River Lagoon system, the most diverse estuarine environment in North America with more than 4,300 plant and animal species. Nutrient pollution is the main cause of toxic algal blooms in the St. Lucie River and Indian River Lagoon system. These algal blooms block sunlight from reaching plant life at the bottom of the waterway, causing them to die off. After the algae die and sink to the floor, that decomposition process depletes dissolved oxygen in the water. Marine life then suffocates, resulting in major fish kills. Urban trees in Port St. Lucie filter water and reduce runoff, which carries pollution to surface waterbodies and reduce algal blooms. Trees alone can absorb up to 60% of the precipitation from a rainfall event.
- Urban heat island effect: Canopy trees lower temperatures by shading buildings, asphalt, and concrete. They deflect radiation from the sun and release moisture into the air.
- Energy costs: As natural screens, trees can insulate homes and businesses from extreme temperatures, keep properties cool, and reduce air conditioning utility bills. By planting shade trees on sunny exposures, residents and businesses can save up to 50 percent on

hot-day energy bills.

- Traffic calming: People drive more slowly and carefully through tree-lined streets, because trees create the illusion of narrower streets.
- Street maintenance: Shaded streets last longer and require less pavement maintenance, reducing long-term costs. Canopy diminishes pavement fatigue, cracking, rutting, and other damage.
- Property values: Trees are sound investments, for businesses and residents alike, and their value increases as they grow. Sustainable landscapes can increase property values up to 37 percent.
- Public safety: Trees and landscaping reduce the incidence of theft, vandalism, and violence.
- Mental health: Neighborhoods with generous canopies of trees are good for mental health.
- Quality of life: Greater contact with natural environments correlates with lower levels of stress.

The proposed project meets USDA Forest Service Urban & Community Forestry program goals identified in the Inflation Reduction Act. Port St. Lucie seeks to "protect, enhance, and expand equitable urban tree canopy cover to maximize community access to human health, social, ecological, and economic benefits." All project activities will occur in Census Tracts 3815.02, 3816.03, 3818.02, 3818.04, 3820.02, 3820.09, 3820.10, and 3822, which benefit underserved populations.

The City's urban forestry activities will meet the goals of the Biden Administration's Executive Order on *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, as well as the Justice40 Initiative. The target area's minority population (32.9%) includes significant numbers of Black

(14.8%) and Hispanic (16.4%) residents. This area experiences high levels of economic distress. The project zone suffers from per low capital income (only \$22,793 in Census Tract 3818.02) and high poverty levels (up to 15.7% in Census Tract 3822). Tree planting efforts will be planned in disadvantaged neighborhoods experiencing low incomes, persistent poverty, and substandard housing. Revitalization efforts are designed to overcome inequality and improve quality of life.

The Grow Green, Port St. Lucie initiative aligns with Florida's 2020 [*Forest Action Plan*](#). Planting 700 trees in the community supports the following urban forestry strategies of the action plan:

- [Strategy 2.2.6](#): Encourage local governments to develop a management plan for their urban forest that includes sections about storm response, species selection, and planting specifications.
- [Strategy 3.2.5](#): Promote environmental equity and provide resources to local governments to make sure trees and greenspaces are readily accessible to all Floridians.

Building tree cover canopy in Port St. Lucie also supports the USDA Forest Service's [*Ten-Year Urban Forestry Action Plan*](#). Project activities complement the Action Plan's goals of managing urban forests to improve health and wellness (Goal 2), promote equity (Goal 3), and foster sustainability and resilience (Goal 4).

2. Implementation Strategy/Methodology/Timeline:

Provide a detailed explanation of the proposed approach, methodology, operations strategies, project schedule/timeline with goals/milestones, expected accomplishments or measurable outcomes, and project assessment/evaluation methods.

USDA Forest Service Urban & Community Forestry resources will help Port St. Lucie plant 700 trees within the public right-of-way, at key development sites (Town Center), and on private property in disadvantaged Census Tracts 3815.02, 3816.03, 3818.02, 3818.04, 3820.02, 3820.09, 3820.10, and 3822 over the project period. Key activities of the Grow Green, Port St. Lucie initiative will include:

1. [Site identification](#): Using the TreePlotter software tool, the City will identify areas in the distressed target area where tree canopy cover is insufficient. Tree planting will be prioritized in zones with low existing canopy cover, available right-of-way, poor air quality, stormwater management needs, high population density, elevated asthma rates, and mental health concerns. Likely tree planting sites will include the right-of-way along major boulevards, major redevelopment areas, and the front yards on private property.
2. [Outreach and marketing](#): Port St. Lucie will partner with the Keep Port St. Lucie Beautiful to develop an outreach and marketing campaign to communicate with lowincome and minority residents in the project area. Letters, door hangers, social media, web sites, and other tools will alert area residents about tree planting efforts in their neighborhood. All written materials will be available in English, Spanish, and Haitian Creole.
3. [Private property owner sign-up](#): Residential property owners in Census Tracts 3815.02, 3816.03, 3818.02, 3818.04, 3820.02, 3820.09, 3820.10, and 3822 will have an opportunity to opt-in to the free tree planting program. Homeowner agreements will be developed that fully describe participants' tree maintenance responsibilities. Businesses and developers in the target area will also be incentivized to grow trees on their lots. Free trees will be available to help commercial property owners meet and exceed their minimum planting requirements.
4. [Tree procurement](#): The City will conduct a procurement process to acquire 700 65gallon trees annually over a five year-period. All trees will include a one-year warranty. A diverse selection of tree types will be available to ensure survival, good growth, and viability over the long term.
5. [Tree planting](#): Each spring, 140 trees will be planted and mulched within the target area (700 total), with approximately 550 trees planted along City sidewalks, 100 trees planted at key development sites,

and 50 trees planted on private property. Tree planting will involve debris removal, surface treatment, and preparation of the tree pit. All installation work will be conducted by contractors.

6. Short-term maintenance: Using leased equipment, trees will receive 10-15 gallons of water per week between May and September. At the end of the short-term maintenance period, project staff will prune the trees. Port St. Lucie will partner with the nonprofit Boys & Girls Club of St. Lucie County to hire five underserved youth every summer during the project period to support community outreach, watering, and pruning activities. This employment will engage youth and young adults in meaningful service, leadership development, and environmental stewardship.
7. Resident training: As part of the homeowner agreement, residents will participate in the City's urban forestry training. This program will provide information on tree maintenance, including watering needs, mulching, and proper pruning.
8. Long-term maintenance: The City will be responsible for long-term maintenance of trees planted on public property. These responsibilities include ongoing pruning, preventive care, disease and insect treatment, limb collection, and dead tree removal.

A project schedule with major goals and milestones follows:

Goal/Milestone	Year 1				Year 2				Year 3				Year 4				Year 5			
	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
Project kick-off (USDA Forest Service contract)																				
TreePlotter assessment (identification of tree planting areas)																				
Community engagement activities (letters, door hangers, social media, web site, other tools)																				
Seek residential and commercial opt-in (tree planting requests)																				
Hire underserved youth to support tree maintenance (five Boys & Girls Club of St. Lucie County members)																				
Plant trees (140 per year)																				
Urban forestry maintenance (watering and pruning)																				
Resident training (urban forestry program)																				
Project closeout (final report)																				

The anticipated outputs and outcomes of the project include:

Outputs	Outcomes
<ul style="list-style-type: none"> Community engagement materials developed 	<ul style="list-style-type: none"> Increased awareness of economic, environmental, and social benefits of urban trees

<ul style="list-style-type: none"> 700 community trees planted in Census Tracts 3815.02, 3816.03, 3818.02, 3818.04, 3820.02, 3820.09, 3820.10, and 3822 	<ul style="list-style-type: none"> Increased tree canopy cover Improved equity in distressed neighborhoods Carbon storage and fewer greenhouse gas emissions Air and water pollution reductions Decreased temperatures and energy costs Traffic calming and less street maintenance Rising property values
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	<ul style="list-style-type: none"> Falling crime rates Better mental health and quality of life
<ul style="list-style-type: none"> Five underserved youth trained and employed every summer to help maintain urban forest 	<ul style="list-style-type: none"> Job skills and interest in horticultural careers

The City will prepare a final report evaluating the project’s success. The Tree Spotter software tool will enable Port St. Lucie to assess canopy cover increases and measure key environmental and economic benefits including greenhouse gas emission reductions, air quality improvements, estimated temperature decreases, stormwater management gains, and energy savings. The City will also track the volume of people contacted through outreach and marketing activities, the sum of residential and commercial property owner program opt-ins, the quantity and location of trees planted, and the number and hours of underserved youth engaged in urban forestry maintenance.

3. Capability and Capacity:

Describe how each contributing organization is suited for (mission) and qualified to deliver the project. Provide the names, titles, and organization affiliation and specific roles of key personnel for the project. Include qualifications and experience of key personnel to implement, monitor, and assess/report project outcome.

Port St. Lucie’s Public Works Department will implement the proposed project. The agency was the first nationally-accredited public works department in the state of Florida and seventh in the nation. The American Public Works Association’s accreditation program provides a means of formally verifying and recognizing public works agencies for their compliance with the recommended practices set forth in the Public Works Management Practices Manual.

The agency has led previous urban forestry efforts in the community, including tree giveaways.

The project will be managed by John Dunton, Port St. Lucie’s Deputy Director of Public Works. Mr. Dunton has the relevant expertise to oversee the proposed resilience work. He has 37 years with the City’s Public Works Department. John will administer grant funds, procure consultants, manage other City staff in support of the project, coordinate with local stakeholders, and report on project progress.

Restoring the Port St. Lucie’s canopy loss due to clearing activities and development in general is a major priority for the community. The City’s tree giveaway program was launched with a goal of providing one tree per resident. Project activities also support the City’s *Beautification Policy Guidelines*, which seek to increase tree canopy coverage along sidewalks to improve walkability.

4. Communications Plan:

Share your plans for communication on the project, including plans for 1) signage acknowledging the source of funding at project locations 2) inclusion of funding information in press and promotional materials.

A comprehensive communications strategy will be developed to share Grow Green, Port St. Lucie messaging (e.g., urban forest benefits), promote tree planting opportunities along public rights-of-way and in community parks, and solicit feedback from residents. Media releases will be prepared and distributed to traditional media, including the newspaper, television, and area radio stations. Social media will describe opportunities to engage with the project. A web site will be developed that includes details about the initiative.

Port St. Lucie will communicate to its targeted audience (Census Tracts 3815.02, 3816.03, 3818.02, 3818.04, 3820.02, 3820.09, 3820.10, and 3822) through mailings, door hangers, community newsletters, and other micro-targeting. Community partners will serve as trusted communication channels. All written materials will be available in English, Spanish, and Haitian Creole.

Signage along urban boulevards in the target area will acknowledge that the Grow Green, Port St. Lucie initiative is funded by the USDA Forest Service. Press releases, social media, and the web site will also reference the agency's financial support for project activities.

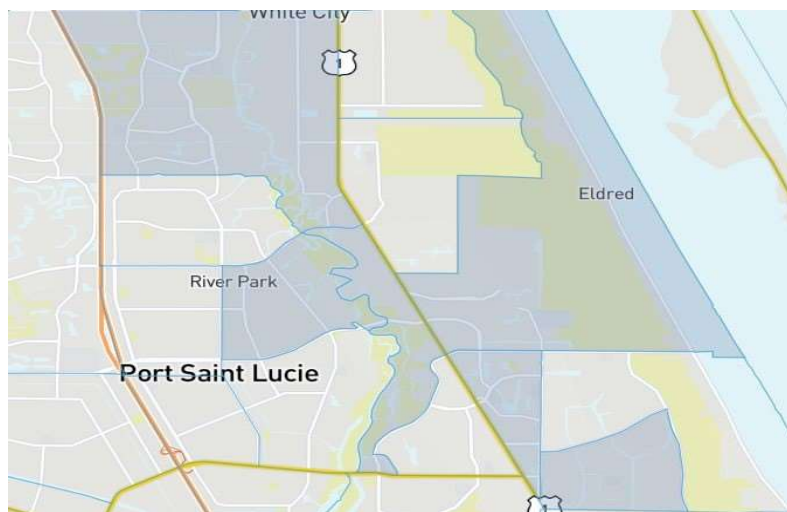
5. Evidence of Disadvantaged Community Status for projects requesting Match Waiver (if applicable):

Clearly describe the scope of work to be performed in disadvantaged communities, and identify online vulnerability and environmental justice equity data and/or tools referenced to support a disadvantaged community designation, (e.g., White House Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST), EPA Environmental Justice and Screening Mapping Tool (EJScreen), EPA EnviroAtlas Interactive Map, Opportunity Zones, or other vulnerability data/tools applicable to the scope of work). Multiple tools may be used. **All work must be tracked at the level that designates disadvantaged communities.**

Primary applicants receiving cost-match waiver approval that pass-through funding (sub-award) for work in disadvantaged communities must pass through the cost match waiver to sub-awardees performing the work.

Port St. Lucie seeks a match waiver. All tree planting will occur in underserved areas. The White House Council on Environmental Quality's Climate and Economic Justice Screening Tool identifies Census Tracts 3815.02, 3816.03, 3818.02, 3818.04, 3820.02, 3820.10, and 3822 (in gray shading) as "disadvantaged." Census Tract 3820.09 is also designated as Opportunity Zones.

Approved tract locations where all work must take place are: 12111381502, 12111382002, 12111382010, 12111381603, 12111381802, 12111381804.



ATTACHMENT II APPROVED PROJECT BUDGET

Budget Narrative

The City of Port St. Lucie is requesting a match waiver as all project activities will occur in disadvantaged Census Tracts 3815.02, 3816.03, 3818.02, 3818.04, 3820.02, 3820.09, 3820.10, and 3822. All costs reflect the federal request amount.

Supplies:

The budget includes costs to conduct outreach to disadvantaged neighborhoods in Port St Lucie, including:

- \$3,000 for the layout and design of flyers, door hangers, community newsletter ads, and other micro-targeting
- \$14,000 for printing flyers, door hangers, and other materials (estimated 20,000 copies)
- \$8,000 for postage to bulk mail flyers to residents in Census Tracts 3815.02, 3816.03, 3818.02, 3818.04, 3820.02, 3820.09, 3820.10, and 3822 (approximately 32,000 households x \$0.25 bulk mail rate)

Contractual:

The budget includes the following contractual costs:

- \$25,000 for tree management software tool (\$5,000 annual rate x 5 years)
- \$612,500 total for tree acquisition and installation (\$875 per tree x 700 trees)
- \$262,500 for tree maintenance, water bags, and 1-year warranty, provided by the contractor (\$375 per tree x 700 trees)
- \$75,000 for crews of three underserved youth to water trees during the summer months (\$5,000 stipends x 3 member crews x 5 years)

Project: Grow Green, Port St. Lucie initiative – planting 700 trees on public and private property

	Federal Funds (requested)	Non-Federal Match		Total	Source of NonFederal Matching In-Kind Funds
		Cash	In-Kind		
Personnel	\$0	\$0	\$0	\$0	N/A
Fringe Benefits	\$0	\$0	\$0	\$0	N/A
Travel	\$0	\$0	\$0	\$0	N/A
Equipment	\$0	\$0	\$0	\$0	N/A
Supplies					
Design of flyers, door hangers, community newsletter ads, and other microtargeting	\$3,000	\$0	\$0	\$3,000	N/A
Printing of materials	\$14,000	\$0	\$0	\$14,000	N/A
Distribution costs	\$8,000	\$0	\$0	\$8,000	N/A
Contractual					
Tree management software	\$25,000	\$0	\$0	\$25,000	N/A
700, 65-gallon tree acquisition and installation services	\$612,500	\$0	\$0	\$612,500	N/A
Maintenance, water bags, and 1-year warranty by provider	\$262,500	\$0	\$0	\$262,500	N/A
Underserved youth watering crews	\$75,000	\$0	\$0	\$75,000	N/A
Other (sub-grants only)	\$0	\$0	\$0	\$0	N/A
Subtotal	\$1,000,000	\$0	\$0	\$1,000,000	N/A

APPENDIX I

AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Sub-grantee may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE AND ARBOR DAY FOUNDATION LIABILITY TO THE SUB-GRANTEE. Neither the United States nor the Arbor Day Foundation shall be liable to Sub-grantee for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Sub-grantee or any third party.
- C. NOTICES. Any notice given by the Arbor Day Foundation or Sub-grantee will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- (1) To the Arbor Day Foundation primary point of contact, at the address specified in the award agreement.
 - (2) To Sub-grantee, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the

- D. FINANCIAL STATUS REPORTING.
- (1) Sub-grantee must adhere to the Financial Reporting obligations set forth in the Award Agreement.
 - (2) Sub-grantees is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.331 through .333.
 - (3) All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment A for full text.
 - (4) Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, the Arbor Day Foundation and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from the Arbor Day Foundation to dispose of the records.
 - (5) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
 - (6) The Arbor Day Foundation reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) every three to six months of the project term. Refusal to participate in an audit will delay or cancel fund allocations.
 - (7) The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.
- E. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified

and funded in application/modification narratives within the performance period identified in award and submit Programmatic Reporting as set forth in the Award Agreement.

- F. NOTIFICATION. Sub-grantee shall immediately notify the Arbor Day Foundation of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- G. CHANGES IN KEY PERSONNEL. Sub-grantee must notify the Arbor Day Foundation of any revision to key personnel identified in this award. Such notification must be in writing.
- H. USE OF FOREST SERVICE OR ARBOR DAY FOUNDATION INSIGNIA. In order for Sub-grantee to use the Forest Service or Arbor Day Foundation insignia in any published media, such as a web page, printed publication, or audiovisual production, permission for such publication must be granted by the Forest Service's Office of Communications (Washington Office) and the Arbor Day Foundation.
- I. USE OF SUBGRANTEE INSIGNIA. Sub-grantee hereby authorizes the Arbor Day Foundation to include its insignia in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Sub-grantee which shall not be unreasonably withheld.
- J. U.S FOREST SERVICE AND ARBOR DAY FOUNDATION ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Public announcements of the Award may be made by the Sub-grantee, Arbor Day Foundation, and the Forest Service. Any related press release, media alert, website posting, or other publication about the Program or the Award made by Sub-grantee must acknowledge the Forest Service and Arbor Day Foundation support. All public announcements must be submitted to the Arbor Day Foundation for approval at least two (2) weeks prior to publication.
- K. NONDISCRIMINATION STATEMENT PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at

<https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."

- L. **PURCHASE OF EQUIPMENT.** Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose. The Forest Service reserves an interest in any equipment where the U.S Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- M. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- N. **TERMINATION.** This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- O. **DEBARMENT AND SUSPENSION.** Sub-grantee shall immediately inform the Arbor Day Foundation if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Sub-grantee or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Arbor Day Foundation without undue delay. This applies whether the exclusion,

debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regard to review of sub-recipients or contracts for debarment and suspension.

- (1) All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

P. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

Q. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. Sub-grantee and its employees, may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.

- b. This award may be unilaterally terminated, without penalty, if a Sub-grantee that is a private entity:

- (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

2. Provision applicable to a Recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a Sub-grantee that is a private entity:

- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either: _____

- (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

3. Provisions applicable to any Sub-grantee.

- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

- b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this

award.

4. Definitions. For purposes of this award term:

a. "Employee means either:

- (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. "Forced labor" means labor obtained by any of the following methods:

the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. "Private entity"

- (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- (2) Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- ii. A for-profit organization.

d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

R. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
1. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
2. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
3. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

S. ELIGIBLE WORKERS. Sub-grantee shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Sub-grantee shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

T. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records

must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- U. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 1. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 2. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- V. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including Sub-Grantees) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (1) Enter into a contract (or extend or renew a contract) to procure; or
- (2) Obtain the equipment, services or systems.

- W. PATRIOT ACT. Awardee agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.

ATTACHMENT A: 2 CFR PART 170

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received —

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

Applicability and what to report.

Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipients five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

i. in the subrecipient's preceding fiscal year, the subrecipient received —

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To

determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at

<http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

- d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- i. The total compensation of the five most highly compensated executives of any subrecipient.

- e. *Definitions.* For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
3. *Executive* means officers, managing partners, or any other employees in management positions.
4. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

ATTACHMENT B: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency; • A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

ATTACHMENT C: AD-1048 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions
(See Next Page for Form)



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

City of Port St. Lucie, FL

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Jesus Merejo, City Manager

SIGNATURE

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.