

## AGREEMENT

**THIS AGREEMENT** is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, Florida 33444 and Community Greening Corp. (hereinafter referred to as "Contractor"), a Florida corporation, whose address is 3601 N. Military Trail, Boca Raton, Florida, 33431, this 14<sup>th</sup> day of June, 2022.

**WHEREAS**, the City desires to procure tree planting services in accordance with Request for Proposals No. 2022-007 and the Contractor's response thereto, all of which are incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows: herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

### ARTICLE 1. INCORPORATION OF PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposals No. 2022-007 and the Contractor's response thereto, including all documentation required thereunder.

### ARTICLE 2. DESCRIPTION OF SCOPE OF SERVICES

The Contractor shall provide tree planting services pursuant to the specifications accompanying the City's Request for Proposals which are incorporated herein by reference.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Fee Schedule attached hereto and incorporated herein as Exhibit "A", according to the terms and specifications of the referenced solicitation.

### ARTICLE 4. MISCELLANEOUS PROVISIONS

- a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

For CITY:

City of Delray Beach  
100 N.W. 1st Avenue  
Delray Beach, Florida 33444  
Attn: City Manager

For CONTRACTOR:

Community Greening, Corp.  
Social Impact Lab  
Lynn University  
3601 N. Military Trail  
Boca Raton, Florida 33431-5507  
Attn: Mark Cassini, Co-Founder/Co-Executive Director  
[mcassini@communitygreening.org](mailto:mcassini@communitygreening.org)

- b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

#### ARTICLE 5. E-VERIFY REQUIREMENTS

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

#### ARTICLE 6. CONTRACT TERM

The Agreement shall remain in effect for a term of one year and may be renewed for three additional one-year periods, unless terminated earlier in accordance with terms set forth in the Request for Proposals.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

Cynthia Hood for  
Katerri Johnson, City Clerk

CITY OF DELRAY BEACH

By: [Signature]  
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

[Signature]  
Lynn Gelin, City Attorney

Community Greening, Corp.

By: [Signature]

Print Name: MARK CASSINI

Title: CO-DIRECTOR

(SEAL)

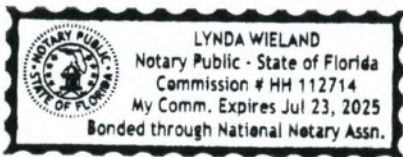
STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26<sup>th</sup> day of May, 2022 by Mark Cassini (name of person), as Co Director (type of authority) for Community Greening name of party on behalf of whom instrument was executed).

Personally known  OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

[Signature]

Notary Public – State of Florida



**EXHIBIT A**  
**ANNUAL FEE SCHEDULE**

Item	Est. Qty	Unit of Measure	Description	Unit Price	Total Price
City Property	500	Each	Trees and all materials (soil, tree protectors, stakes, etc.)	\$151.18	\$75,589.94
Tree Giveaway	800	Each	Trees and all materials (soil, tree protectors, stakes, etc.)	\$33.64	\$26,911.44
Private/Partner Trees	700	Each	Trees and all materials (soil, tree protectors, stakes, etc.)	\$103.89	\$72,722.79
Labor	114.90	Hourly		\$214.59	\$24,656.76
Maintenance	1,509.00	Hourly		\$75.83	\$114,423.50
Administration	71.75	Hourly		\$160.33	\$11,503.78
Estimated Total Annual Fee					<b>\$325,808.20</b>



RESOLUTION NO. 73-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH Community greening corp. FOR tree planting services, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (City) is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City requires tree planting services; and

WHEREAS, the City desires to enter into an agreement with Community Greening Corp. for tree planting services pursuant to the City's Request for Proposals No. 2022-007; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and Community Greening Corp., which is attached to this Resolution as Exhibit "A".

Section 3. The City Commission authorizes the City Manager to execute any amendments and to take any and all actions necessary to effectuate this Agreement.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in regular session on the 14<sup>th</sup> day of June, 2022.

ATTEST:

*Katerri Johnson*  
Katerri Johnson, City Clerk

*Shelly Petrolia*  
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

*Lynn Geln*  
Lynn Geln, City Attorney