

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 13, 2022

Consent Regular
 Ordinance Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to:**

A) receive and file a fully executed National Recreation and Park Association Grant Agreement in the amount of \$3,000 for the period June 10, 2022 through August 31, 2023; and

B) approve a Budget Amendment of \$3,000 within the General Fund to establish budget for the grant.

Summary: The National Recreation and Park Association in partnership with the Centers for Disease Control and Prevention awarded the Palm Beach County Parks and Recreation Department a \$3,000 Supporting Healthy Aging Through Parks and Recreation Grant. The Grant is intended to support the implementation of arthritis appropriate evidence-based interventions (AAEBIs) through the Parks and Recreation Department. The AAEBIs will address inequities in low-income communities, and people with disabilities and/or living with chronic conditions. The Grant does not require a County fund match. District 6 (AH)

Background and Justification: The Parks and Recreation Department's programs have long been centers for health and wellness in the community. These evidence-based programs offer many benefits for people managing chronic conditions including reduced pain, increased balance and strength, increased levels of physical activity, and improved overall health. These programs aim to reach more people suffering from chronic diseases such as arthritis in efforts to improve their physical activity levels and overall quality of life. The programs have demonstrated significant functional and physical activity improvements. No matching funds are required.

Attachments:

1. Grant Agreement
2. Budget Amendment

Recommended by: _____

Eric Coe
Department Director

8-16-22
Date

Approved by: _____

Donna M. Hill
Assistant County Administrator

9/1/2022
Date

II. FISCAL IMPACT ANALYSIS

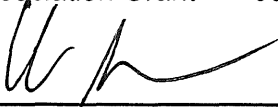
Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>3,000</u>	_____	_____	_____	_____
External Revenues	<u>(3,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	_____	No	<u>X</u>
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>

Budget Account No.: Fund 0001 Department 580 Unit 5201
 Object 5250 /Revenue Source 6694 Program _____


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

National Recreation and Park Association Grant 0001-580-5201 \$3,000

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

8/18/22
ASD 8/19/22 8/18/22 OFMB CA 8/18 8/18/22
 8/25/22
 Contract Development & Control
 8-25-22 TW

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Departmental Review:

 Department Director

This summary is not to be used as a basis for payment



GRANT AGREEMENT

This Grant Agreement (AGREEMENT), entered into as of the date of the last signature affixed hereto (Effective Date), is made between **National Recreation and Park Association, Incorporated** (DUNS #: 042642892), a New York not-for-profit corporation and Section 501(c)(3) organization located at 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (“NRPA” or “Grantor”) and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, a provider of park, recreation, or community services (DUNS #: 07847048), with a mailing address of 2700 6th Ave South in Lake Worth, FL (“Grantee”).

1. Purpose

The purpose of this AGREEMENT is to confirm approval of the terms governing the acceptance and use of Three Thousand Dollars (\$3,000) (Grant Funds) made available to Grantee for the implementation of the project selected for grant funding (“Project”): Supporting Healthy Aging through Parks and Recreation. Grantee will also receive two (2) instructor trainings and related supporting program materials for the EnhanceFitness program.

This grant opportunity is the result of a partnership between NRPA and the Centers for Disease Control and Prevention (CDC), supported by the Funding Opportunity Announcement (FOA) Number: DP21-2106 and Award No. 1 NU58DP006985-01-00, dated July 16, 2021. NRPA is managing the administration of the grant program (Program). Grants made through this Program are intended to support the implementation of arthritis appropriate evidence-based interventions (AAEBIs) (i.e., Active Living Every Day, Enhance Fitness®, Fit & Strong!, or Walk With Ease) through local parks and recreation.

Having been selected as a recipient of Grant Funds through this Program, Grantee is required to accept the terms contained within this AGREEMENT in order to receive the Grant Funds and participate in this Project.

2. Project Funding

- A. Within thirty (30) days upon execution of this AGREEMENT and a copy of the proposed project budget and delivery to NRPA, NRPA will send Grantee a check or wire transfer in the amount of **THREE THOUSAND DOLLARS (\$3,000.00)**
- B. Grant Funds will be distributed by NRPA
- C. No matching funds are required
- D. It is expressly understood that the NRPA has no obligation to provide additional funds to the Grantee for this Project or any other project or purposes.

3. Grantee Requirements

Grantee will use the Grant Funds to:

- A. Increase the availability and sustainability of AAEBIs provided through local parks and recreation.
- B. Participate in NRPA’s virtual Grantee Kick Off Call on Thursday, March 31, 2022.
- C. Participate in the *Supporting Healthy Aging through Parks and Recreation Community of Practice (CoP)*.
 - Participate in monthly calls with NRPA staff and consultants. Dates TBD.
 - Engage with other CoP members to increase the equitable dissemination, delivery and sustainability of AAEBIs through park and recreation agencies.
- D. Work to enroll 150 participants in EnhanceFitness by August 31, 2023.
- E. Collaborate with NRPA to conduct evaluation and AAEBI tracking activities and submit information quarterly to NRPA as requested regarding:
 - Reach of AAEBIs (# of participants, demographics, etc.)



- Completion of instructor trainings
 - Updates on project status and timeline for planned activities/elements
 - Impact stories
 - Pictures documenting progress and activities (if applicable)
- F.* Participate in other AAEBI implementation and delivery evaluation activities as requested including interviews, focus groups, hosting a site visit, and surveys to document best practices to help inform resources and tools related to recruitment and partnership building.
- G.* Conduct local community outreach through web, social media, and local press release to help promote the Project in accordance with all press and promotional prior approvals. NRPA will provide a toolkit of sample content for this outreach.
- H.* Document and share with NRPA success stories, press releases, photos, videos, quotes, local media coverage and highlights throughout the project and grant period.
- I.* Complete project and submit a final report (template provided by NRPA) by August 31, 2023, describing the success(es) of the project and how the grant funds were utilized upon completion of the project.

4. Promotion

NRPA and CDC may use Grantee and/or park names, photos, and/or information in connection with the Project for promotional or other purposes associated with the Project, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law. If the Grantee's photo release form does not cover promotional and other uses, NRPA can provide one upon request.

NRPA also grants Palm Beach County a limited, non-exclusive, and royalty-free license to use NRPA's name, trademark, logos, and other identifying marks ("Licensed Marks") for promotional or other purposes associated with the Project, unless prohibited by law. NRPA shall have the right to review and approve the use of the Licensed Marks, as well as any and all related promotional and advertising material, in order to ensure that the use of the Licensed Marks meets NRPA's quality assurance standards.

Grantee shall provide NRPA an opportunity to review and approve any statement, message or use of CDC logo related to this grant or Project in advance of its release to the public.

Any promotion, public announcement, or promotion relating to the Grant Funds or Project shall be subject to the prior review of CDC and NRPA.

All Parties shall retain all title, ownership, rights, and intellectual property rights in their own respective marks, logos, content, materials, tools and intellectual property. Under no circumstance will any Party to this AGREEMENT use another Party's Licensed Marks in a false, misleading, or disparaging manner. Upon completion of the Project, Parties shall, at their own expense, return all copies Licensed Marks to their respective owners beyond what is necessary for record-keeping purposes.

5. Limits of Liability

NRPA shall not be liable for any damages caused by or arising out of the acts or omissions of a third party.

6. Confidentiality

During the term of this AGREEMENT, the Parties may learn certain Confidential Information of each other. For purposes of this AGREEMENT, Confidential Information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and



includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and Confidential Information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. To the extent allowed by law the receiving party shall: (i) protect and safeguard the confidentiality of the disclosing party's Confidential Information with at least the same degree of care as the receiving party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the disclosing party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this AGREEMENT; and (iii) not disclose any such Confidential Information to any person, except to the receiving party's officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist the receiving party, or act on its behalf, to exercise its rights or perform its obligations under this AGREEMENT.

7. Term

This AGREEMENT shall be effective as of the Effective Date hereof and shall continue until August 31, 2023 (the "Term") in accordance with Section 11.

8. Use of Grant Funds

The Grantee shall use the full amount of the Grant Funds exclusively for the purposes set forth in Section 1. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the Grant Funds and the income earned thereon that is not expended for such purposes in accordance with Section 11.

All unspent or uncommitted Grant Funds shall be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective being preserving the Grant Funds availability for the Project. Any interest or other income generated by the Grant Funds must be applied to the purposes described in the Grant Project.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the Code);
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor.
- D. Payments of salaries, other compensation, or expense reimbursement to employees of the Grantee within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions;
- E. Except as expressly may be authorized in the approved Project, to provide a grant to any other organization without prior written approval of the Grantor; or
- F. To promote or engage in the following, but not limited to, acts that would create civil liability, criminal acts, criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.
- G. To travel to NRPA's Annual Conference or any other conference travel without written approval from Grantor.
- H. For research or clinical care except as allowed by law, or to purchase furniture or equipment. Any such proposed spending must be identified in the budget.



- I. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
 - b. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
 - c. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.

9. Audit

Grantee is expected to keep and maintain detailed books and records relating to the Grant, and the Grant Funds (including, without limitation, all uses thereof and expenditures therefrom) (collectively, the "Records") during the Term and for a period of seven (7) years thereafter (the "Audit Period"). NRPA and its assigns have the right to audit the Grantee's financial records relating to this AGREEMENT upon not less than ten (10) business days' advance written notice to Grantee by NRPA at any time during the Audit Period, at NRPA's sole expense, during Grantee's normal business hours. If as a result of an audit, NRPA determines that Grant Funds were not spent in accordance with the purposes of this Grant, the Grantee shall: (1) be required to return any Grant Funds not substantiated, and (2) reimburse NRPA for all costs and expenses incurred in connection with such audit. If NRPA determines that Grant Funds were used for fraudulent purposes, the Grantee shall be barred from participation in any further programs.

10. Termination and Repayment

Any party may terminate this AGREEMENT at any time for any reason upon providing the other party thirty (30) calendar days' written notice. Further, either party may terminate this AGREEMENT at any time effective upon receipt of written notice by the other party of failure to perform. In the event that this AGREEMENT is terminated for any reason, Grantee shall promptly repay to NRPA any portion of the Grant Funds not already spent (subject to and in accordance with all of the terms and conditions hereof) as of the effective date of such termination.

None of the Parties shall be liable to the other by reason of termination of this AGREEMENT for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this AGREEMENT shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

11. Compliance with Laws.

Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the Grant Funds, including those that govern gifts, donations, contributions, expenditures, and anything else of value that benefit, directly or indirectly, public officials. Grantee agree to notify Grantor immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the Grant Funds and to the extent permitted by applicable law, shall provide Grantor with all written notices and communications received by Grantee relating to or any such investigation, action, litigation, or disciplinary proceeding.

Grantee agrees to abide by all federal laws, regulations and policies including:

- a. The CDC General Terms and Conditions for Non-research awards at:
<https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>.



- b. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and HHS Awards in 2 C.F.R. Part 200 and 45 C.F.R. Part 75.
- c. All other general terms and conditions here: <https://www.cdc.gov/grants/federal-regulations-policies/index.html> including:
 - i. HHS Grants Policy Statement
 - ii. Federal Funding Accountability and Transparency Act (FFATA)
 - iii. Anti-Lobby Restrictions for CDC Grant Recipients
 - iv. Grantee Notification Guidance on the Establishment of Subaccounts

12. Governing Law, Jurisdiction, Venue and Dispute Resolution

This AGREEMENT and the performance thereof shall be governed, interpreted, construed and regulated by the law of the State of Florida, without reference to or application of principles concerning conflicts of laws of any jurisdiction. Before commencing any litigation arising out of or relating to the relationship of the parties, this AGREEMENT, or the breach hereof, the parties agree to negotiate in good faith to resolve such dispute within fifteen (15) business days of notice by the other party of such dispute. Should the parties fail to mutually resolve their dispute and commence litigation, the parties hereby irrevocably consent to venue before the federal and state courts situated in the Palm Beach County, Florida and each party hereby irrevocably submits to the jurisdiction of such courts. The Parties agrees that NRPA would not have an adequate remedy at law and would be irreparably injured if Grantee breaches its covenants hereunder and NRPA shall be entitled to injunctive relief as a remedy for any breach or threatened breach hereof without showing or proving any actual damages.

13. No Agency; Relationship of the Parties

Each party and their respective officers, employees, agents, contractors and/or consultants are independent contractors and are not, nor shall they hold themselves out to as or claim to be, employees or agents of the other party or any department, agency or unit thereof; accordingly, neither party shall have any authority to enter into any agreement on behalf of the other party or otherwise cause the other party to incur any obligations whatsoever other than as set forth herein.

14. Notices

All notices, requests, demands and other communications required or permitted under this AGREEMENT must be in writing and will be deemed to have been duly given, made and received only (a) when personally delivered, or (b) on the date specified for delivery when deposited with an overnight courier service such as Federal Express for delivery to the intended addressee, or (c) when sent via facsimile, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, or (d) when delivered via email, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, each of the foregoing addressed as set forth below:

If to Grantee, to:

Palm Beach County Parks & Recreation
2700 6th Ave South
Lake Worth, FL, 33461
Attn: Andrew Hood
Email: Ahood@pbcgov.org

If to NRPA, to:

National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148
Attn: Tiff Cunin, Senior Program Manager



Email: tcunin@nrpa.org

15. Required Disclosures

Grantees must disclose, in a timely manner in writing to NRPA and the U.S. Department of Health and Human Services Office of the Inspector General (HHS OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this grant award. Disclosures must be sent in writing to NRPA and to the HHS OIG at the following addresses:

National Recreation and Park Association
Kellie May, MTA
Vice President of Programs & Partnerships
22377 Belmont Ridge Road
Ashburn, VA 20148
Telephone: (703) 858.2176
Email: kmay@nrpa.org (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

16. Entire Agreement.

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter covered herein and contains all of the covenants and agreements between the parties with respect to the Grant purpose and Project in any manner whatsoever. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT shall be valid or binding. Any modification of this AGREEMENT will be effective only if it is in writing signed by the parties hereto. Any changes, additions or deletions to this AGREEMENT, including the Project, must be approved in writing by all the parties. This AGREEMENT and all amendments may be signed in counterparts, each of which will constitute one and the same document. Any signature delivered via facsimile or other electronic means shall be deemed an original signature to this AGREEMENT. The section headings contained in this AGREEMENT are for reference purposes only and shall not affect in any way the meaning or interpretation of this AGREEMENT.

17. Severability.

If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant, or condition of this AGREEMENT shall be valid and enforced to the fullest extent permitted by law.



These parties have caused this AGREEMENT to be signed by their duly authorized representatives as of the last date set forth below.

National Recreation and Park Association

Palm Beach County

By: Kellie May
Digitally signed by Kellie May
DN: cn=Kellie May, o=National Recreation
and Park Association, ou=Programs and
Partnerships, email=kmay@nrap.org, c=US
Date: 2022.06.09 08:46:04 -0400

By: *Eric Call* NB

Printed Name: Kellie May

Printed Name: ERIC CALL

Title: VP, Programs and Partnerships

Title: Director of Parks and Recreation

Date: 6/9/22

Date: 6/10/2022

Approved as to Form and Legal Sufficiency

By: Anne Helfant

Senior Assistant County Attorney

22-0943

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 580 061322*475
BGEX 580 061322*1406



FUND 0001 - GENERAL FUND

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/13/22	REMAINING BALANCE
REVENUES								
0001-580-5201-6694	Grant from oth Non-Govt	0	0	3,000	0	3,000	0	3,000
TOTAL RECEIPTS & BALANCES		1,679,889,687	1,968,178,611	3,000	0	1,968,181,611		
EXPENDITURES								
0001-580-5201-5250	Recreation Supplies	24,434	24,434	3,000	0	27,434	25,086	2,348
TOTAL APPROPRIATIONS & EXPENDITURES		1,679,889,687	1,968,178,611	3,000	0	1,968,181,611		

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures	Date
	8-4-22
	8-19-22

By Board of County Commissioners
At Meeting of
September 13, 2022
Deputy Clerk to the
Board of County Commissioners