



**[TO BE COUNTER-SIGNED AND RETURNED PRIOR TO ISSUING GRANT PAYMENT]
Letter of Agreement**

DATE

December 12, 2024

Dear Kaitlyn Comack:

On behalf of the National Recreation and Park Association, Incorporated (“NRPA”), I am pleased to inform you of our desire to extend a grant in the amount of \$1,000.00 as described below (the “Grant”):

Grantee: Martin County Parks and Recreation Department

Purpose: The purpose of this grant is to support the implementation of the project selected for grant funding (“Project”): Supporting Healthy Aging through Parks and Recreation 4.0. In addition to the aforementioned funds, Grantee will also receive two (2) instructor trainings and related supporting program materials for the Walk With Ease program.

This grant opportunity is made possible through the support of the U.S. Centers for Disease Control and Prevention (CDC), supported by the Funding Opportunity Announcement (FOA) Number: DP21-2106 and Award No. 5 NU58DP006985-03-00 in the amount of \$460,003.00, dated June 27, 2023 and signed by Ms. Pamela Render, Grants Management Officer. 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!, Walk With Ease, or Tai Chi for Arthritis) through local parks and recreation.

In order to process the payment of your Grant, Grantee is required to carefully read, and then – to indicate acceptance of the terms of the Grant – to sign, date, and return to the NRPA this letter (the “Grant Agreement”).

In consideration for receipt of the Grant, by signing the letter, Grantee acknowledges and agrees to the following:

1. Grantee understands the purpose and requirements of the Grant Agreement.
2. Grantee will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.
3. Grantee will comply with all applicable laws, regulations, and rules including, but not limited to, the following:



- a. 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.
 - b. All other applicable terms, conditions, and restrictions published by the CDC including the following, which can be reviewed at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>:
 - i. The General Terms and Conditions for Non-Research Grants and Cooperative Agreements
 - ii. HHS Grants Policy Statement
 - iii. Federal Funding Accountability and Transparency Act (FFATA)
 - iv. Anti-Lobby Restrictions for CDC Grant Recipients
 - v. Grantee Notification Guidance on the Establishment of Subaccounts
4. The Grant will be used solely for the following purpose(s), as outlined in this Grant Agreement. Grant funds may not be expended for any other purpose without NRPA's prior written approval. You will repay any portion of the Grant that is not used for the purpose stated in this Grant Agreement.
- 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 December 12, 2024.
 - c. Work to enroll 150 participants in Walk With Ease by June 30, 2026.
 - d. Participate in the *Supporting Healthy Aging through Parks and Recreation Community of Practice (CoP)*.
 - i. Attend CoP quarterly sessions with NRPA staff and consultants (dates are TBD).
 - ii. Complete coursework outside of the four CoP quarterly sessions.
 - iii. Engage with other CoP members to increase the equitable dissemination, delivery and sustainability of AAEBIs through park and recreation agencies.
 - e. Collaborate with NRPA to conduct evaluation and AAEBI tracking activities and submit information quarterly to NRPA as requested regarding:



- i. Collaborate with NRPA to conduct evaluation and AAEBI tracking activities and submit information quarterly to NRPA as requested regarding:
 - ii. Reach of AAEBIs (# of participants, demographics, etc.)
 - iii. Completion of instructor trainings
 - iv. Updates on project status and timeline for planned activities/elements
 - v. Impact stories
 - vi. Pictures documenting progress and activities (if applicable)
 - f. Participate in other AAEBI implementation and delivery evaluation activities as requested including bi-monthly grantee networking calls, 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.
 - 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 July 31, 2026, describing the success(es) of the project and how the grant funds were utilized upon completion of the project.
5. None of the funds issued by NRPA will be utilized in a manner contrary to the charitable and educational purposes of NRPA.
6. NRPA designates Natalia Ospina to serve as NRPA's liaison and to assist the NRPA in supervising, monitoring and evaluating the expenditure of grant funds and the progress made in accomplishing the grant project. NRPA may appoint one or more additional liaisons as NRPA deems appropriate, and NRPA in its sole discretion may change the designation of any or all of its liaisons from time to time. Grantee will fully cooperate with such liaisons and will provide them with such information as they may request from time to time on NRPA's behalf regarding the Grant.
7. Grantee will maintain records of receipts and expenditures with respect to all Grant funds and will make Grantee's books and records with respect to the Grant available to NRPA and its representatives if requested. Grantee will submit a full and complete annual written report to Grantor by July 31, 2026, and such interim reports as the NRPA or its representatives may require from time to time. Such reports may include: (a) a detailed accounting of the use or expenditure of all Grant funds; (b) a description of



Grantee's compliance with the terms of this Agreement; (c) the progress made in accomplishing the objectives of the Grant as set forth in the Grant Application, if applicable; (d) an attestation that Grant funds were used solely for expenditures permitted under this Agreement; and (e) such other information as NRPA or its representatives may reasonably request. Grantee will provide any other documents, materials and information reasonably requested by NRPA or its representatives. Grantee will keep the financial records with respect to the Grant, along with copies of any reports submitted to NRPA, for at least four years following expenditure of the Grant funds.

8. Grantee will permit NRPA and its representatives, at NRPA's request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as NRPA and its representatives deem necessary or appropriate concerning the Grant.
9. Grantee agrees not to make any public statement regarding the Grant without the prior written approval of NRPA. Grantee will allow NRPA to review and approve the text of any proposed publicity concerning the Grant prior to its release. NRPA may include information regarding the Grant, including the amount and purpose thereof, any photographs Grantee may have provided to NRPA, Grantee's logo or trademark, or other information or materials about Grantee, in NRPA's periodic public reports and press releases and on NRPA's website and public media channels.
10. Subject to the limitations of Section 768.28 Florida Statutes, GRANTEE agrees to be responsible for all claims, actions, demands, suits, losses, expenses, judgments and liabilities arising out of or from the negligent acts and omissions of GRANTEE and its elected officials, employees, and agents, occurring in connection with this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity afforded by the Florida Constitution or of the provisions of Section 768.28 Fla. Stat., nor as County's consent to be sued by third parties.
11. In addition to NRPA's rights with respect to disbursement of Grant funds under any other provision of this Grant Agreement, NRPA reserves the right to discontinue, modify or withhold any disbursement of Grant funds or to require a total or partial refund of any Grant funds if, in NRPA's sole discretion, such action is necessary: (a) because Grantee has not fully complied with the terms and conditions of the Grant or this Grant Agreement; (b) to protect the purpose and objectives of the Grant or any other charitable interest of NRPA; or (c) to comply with the requirements of any law or regulation applicable to Grantee, NRPA, or the Grant.
12. Grantee understands that NRPA requires Grantee to complete and return IRS Form W-9 (attached) as a precondition for payment of the Grant.



13. Grantee understands that NRPA will distribute Grant Funds to support the requirements of the grant within thirty (30) days of receipt of both this executed Letter of Agreement and the Grantee's IRS Form W-9.
 - a. Grant Funds will be distributed in the form of a check in the full Grant amount.
 - b. No matching funds are required.
14. Grantee understands that the NRPA has no obligation to provide additional funds to the Grantee for this Project or any other project or purposes.
15. The individual signing this Grant Agreement on behalf of Grantee hereby certifies that:
 - (a) they are a duly elected and authorized officer of Grantee; and
 - (b) they are authorized to accept the Grant on behalf of Grantee and to obligate Grantee to observe all of the terms and conditions placed on the Grant, and in connection with the Grant, to make, execute and deliver on behalf of the Grantee this Grant Agreement and all representations, receipts, reports and other instruments of every kind.
16. This Grant Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Virginia, without regard to conflicts of laws principles. In addition, all disputes arising under this Grant Agreement shall be resolved in any local or federal court in the Commonwealth of Virginia, and Grantee agrees, solely for purposes of this Agreement, to submit to the personal jurisdiction of that court.

Please contact me with any questions concerning the requirements of this letter.

Accepted and Acknowledged by:

Sincerely,

Print Name and Title:

Printed Name and Title:

Kellie May, Chief Partnerships Officer

Date: _____

Date: _____



NATIONAL RECREATION
AND PARK ASSOCIATION

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY