

**AGREEMENT BETWEEN THE CITY OF HOLLYWOOD AND SOUTH BROWARD
HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM FOR DONATION OF
OUTDOOR FITNESS EQUIPMENT FOR
HOLLYWOOD BEACH BROADWALK AND RELATED ACTIVITIES**

This is an Agreement ("Agreement"), made and entered into by and between: **CITY OF HOLLYWOOD**, a political subdivision of the State of Florida, hereinafter referred to as "CITY," and **SOUTH BROWARD HOSPITAL DISTRICT d/b/a MEMORIAL HEALTHCARE SYSTEM**, an independent special tax district created pursuant to the laws of the State of Florida, hereinafter referred to as "MEMORIAL," collectively referred to as the "Parties."

Recitals:

WHEREAS, MEMORIAL desires to donate outdoor fitness equipment to CITY for the use and benefit of the CITY at HOLLYWOOD BROADWALK, in the location described herein; and

WHEREAS, the Parties desire to enter into this Agreement to provide for the Parties' respective obligations relating to the purchase, installation, use, maintenance, and programming of the outdoor fitness equipment, following acceptance of the equipment by the Board of City Commissioners, as provided herein;

NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Board**. The City of Hollywood Commission of Broward County, Florida.
- 1.2 **Contract Administrator**. Dr. Wazir Ishmael, City Manager, City of Hollywood, 2600 Hollywood Blvd, Room 419, Hollywood, FL 33022.
- 1.3 **SECTION INTENTIONALLY LEFT BLANK**
- 1.4 **City Attorney**. The chief legal counsel for CITY.
- 1.5 **Designated Representative**. The individual designated in writing by MEMORIAL to be responsible for the administration of this Agreement. CITY may rely on the instructions or determinations made by the Designated Representative; provided, however, that such instructions and determinations are consistent with the terms of this Agreement.
- 1.6 **Location**. Hollywood Broadwalk located at Charnow Park.



1.7 **Project.** All work required by each party under this Agreement for the Project, including without limitation all deliverables, training, or other services specified in Exhibit A.

1.8 **Subconsultant** or **Subcontractor.** A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to CITY through MEMORIAL for all or any portion of the work. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subsconsultants."

ARTICLE 2. SCOPE OF SERVICES

2.1 Each party shall perform its respective obligations and responsibilities for the Project identified in this Agreement and Exhibit A at its own cost and expense, including without limitation Exhibit A. The Scope of Services stated in this Agreement is a description of each party's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by either party impractical, illogical, or unconscionable.

2.2 MEMORIAL acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

2.3 The obligations of the Parties under this Agreement are subject to the Board adopting a Resolution, accepting the donation of the outdoor fitness equipment from MEMORIAL.

2.4 The outdoor fitness equipment shall be installed in the area designated on the Locator Map, attached hereto as Exhibit B, and in accordance with the Fitness Equipment List and Layout, attached hereto as Exhibit C. The Contract Administrator and Designated Representative may mutually agree to revise the layout and location of the outdoor fitness equipment described in Exhibit C.

Exhibit B, Locator Map, and Exhibit C, Fitness Equipment List and Layout shall be amended accordingly.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on the date it is fully executed by the Parties and shall continue for a period of seven (7) years or until the end of the useful life of the equipment, as determined by CITY, whichever occurs first, unless terminated earlier as provided for herein. Any amendment to this Agreement for additional outdoor fitness equipment donated by MEMORIAL for use at other CITY shall include a separate term for that individual Project consistent with the term provided in this Article.

ARTICLE 4. COMPENSATION

There shall be no compensation paid by either party to the other under this Agreement. Each party shall be responsible for its own costs and expenses in performing its obligations under this Agreement.

ARTICLE 5. GOVERNMENTAL IMMUNITY



Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Parties are state agencies or political subdivision as defined in Chapter 768.28, Florida Statutes, and each party shall be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law. Notwithstanding any provision of this Agreement to the contrary, neither party shall be liable or responsible pursuant to or in connection with this Agreement beyond the monetary limits specified in Section 768.28, Florida Statutes, regardless of whether said liability is based in tort, contract, indemnity or otherwise; and, in no event shall either party be liable pursuant to or in connection with this Agreement for punitive or exemplary damages or for lost profits or consequential damages. The obligations under this Article 5 shall survive early termination or expiration of this Agreement.

ARTICLE 6. INSURANCE

Each party shall self-insure pursuant to Section 768.28, Florida Statutes, for liability for tort claims associated with the acts of omission of its respective agents and employees. Each party shall have instituted and shall maintain a fiscally sound and prudent risk management program with regard to the obligations under this Agreement and in accordance with the provisions of Section 768.28, Florida Statutes. Each party shall provide the other party with written verification of liability protection in accordance with Florida law prior to full execution of this Agreement.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Administrator upon such notice as the City Administrator deems appropriate under the circumstances in the event the City Administrator determines that termination is necessary to protect the public health, safety, or welfare.

7.2 This Agreement may be terminated by either party for cause for reasons including, but not limited to, either party's failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

7.3 In the event CITY terminates this Agreement for convenience, or otherwise ceases to maintain the outdoor fitness equipment as provided for herein, CITY shall take all action necessary to remove MEMORIAL's name from anything that identifies MEMORIAL with the Project including, but not limited to, the signage. Additionally, if CITY terminates this Agreement for convenience, CITY shall pay MEMORIAL the depreciated remaining value of the outdoor fitness equipment donated by MEMORIAL based on a seven (7) year useful life. For the purposes of this Agreement, the outdoor fitness equipment donated by MEMORIAL for use at the Park shall be valued at Eighty-Four Thousand Four Hundred Sixty-Three and No/100 Dollars (\$84,463.00). In the event of termination for convenience by CITY, CITY shall continue to maintain the outdoor fitness equipment for its useful life, unless CITY elects to remove the equipment from service.



7.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the Administrator, which the City Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

ARTICLE 8. EEO COMPLIANCE

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of its obligations under this Agreement.

8.2 By execution of this Agreement, each party represents to the other that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Each party hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle either party to terminate this Agreement.

ARTICLE 9. MISCELLANEOUS

9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY, and, if a copyright is claimed, MEMORIAL grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by MEMORIAL, whether finished or unfinished, shall become the property of CITY and shall be delivered by MEMORIAL to the Administrator within seven (7) days of termination of this Agreement by either party.

9.2 Public Records. City is a public agency subject to Chapter 119, Florida Statutes. To the extent MEMORIAL is a contractor acting on behalf of City pursuant to Section 119.0701, Florida Statutes, MEMORIAL shall:

9.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by City were City performing the services under this Agreement;

9.2.2 Provide the public with access to such public records on the same terms and conditions that City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

9.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

9.2.4 Meet all requirements for retaining public records and transfer to City, at no cost, all public records in possession of MEMORIAL upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.



The failure of MEMORIAL to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and City shall enforce the default in accordance with the provisions set forth in Section 7.1.

9.3 Audit Rights, and Retention of Records. CITY shall have the right to audit the books, records, and accounts of MEMORIAL that are related to the Project. MEMORIAL shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of MEMORIAL shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, MEMORIAL or its Subcontractor, as applicable, shall make same available at no cost to CITY in written form.

MEMORIAL shall preserve and make available, at reasonable times for examination and audit by CITY, all records and supporting documents, and any other documents pertinent to this Agreement for the required retention period. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the documents and records shall be retained until resolution of the audit findings.

MEMORIAL shall have the right to audit the books, records, and accounts of CITY that are related to this Project. CITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CITY shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CITY or its subcontractor, as applicable, shall make same available at no cost to MEMORIAL in written form.

CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by MEMORIAL, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

9.4 Public Entity Crime Act. MEMORIAL represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, MEMORIAL further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether MEMORIAL has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, City shall have the right to immediately terminate this Agreement and recover all sums paid to MEMORIAL under this Agreement.

9.5 Independent Contractor. The Parties are independent contractors under this Agreement. Services provided by either party pursuant to this Agreement shall be subject to the supervision of that party. In providing such services, neither party nor its respective agents shall act as officers, employees, or agents of the other party. No partnership, joint venture, or other joint relationship is created hereby. Neither party extends to the other party or the other party's agents any authority of any kind to bind that party in any respect whatsoever.



9.5 Third Party Beneficiaries. Neither MEMORIAL nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.6 Notices. In order for a notice to a party to be effective under this Agreement, notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. Notice must be sent with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR CITY:

Dr. Wazir Ishmael, City Manager
City of Hollywood
2600 Hollywood Blvd, Room 419
Hollywood, Florida 33022
Email address:

FOR MEMORIAL:

Zeff Ross, Executive Vice President and CEO
Memorial Regional Hospital
South Broward Hospital District d/b/a Memorial Healthcare System
3501 Johnson Street
Hollywood, Florida 33021
Email address: zross@mhs.net

With a copy to:

Memorial Healthcare System
Attn: Legal Department c/o General Counsel
3111 Stirling Road
Hollywood, Florida 33021
Phone: 954-265-5933
Email address: MHSLegal@mhs.net

9.7 Assignment and Performance. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. Notwithstanding the Termination provision of this Agreement, either party may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance by the other party of this Agreement or any right or interest herein without the other party's written consent.

Each party represents that any person who will render services pursuant to this Agreement for that party is duly qualified to perform such services by all appropriate governmental authorities, where required, and



that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

The Parties shall perform their respective duties, obligations, and services under this Agreement in a skillful and respectable manner.

9.8 Conflicts. Neither MEMORIAL nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with MEMORIAL's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

9.9 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.10 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.11 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, the remaining provisions shall continue to be effective unless CITY or MEMORIAL elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

9.12 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

9.13 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.8 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.



9.9 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, MEMORIAL AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.10 Amendments. The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and MEMORIAL or others delegated authority or otherwise authorized to execute same on their behalf. The City Administrator is authorized to execute amendments to this Agreement as provided for in Section 2.5.

9.11 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.12 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

9.13 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.14 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized



by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.15 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: City of Hollywood, through its BOARD OF COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2019, and SOUTH BROWARD HOSPITAL DISTRICT d/b/a MEMORIAL HEALTHCARE SYSTEM, signing by and through Zeff Ross, Executive Vice President and CEO for Memorial Regional Hospital, duly authorized to execute same.

CITY

ATTEST:

CITY, by and through its Board of Commissioners

By _____
Mayor
____ day of _____, 2019

Approved as to form by
_____, Florida 33____
Telephone: (954) _____
Telecopier: (954) _____

Insurance requirements approved by
City Risk Management Division

By _____
Signature (Date)

By _____
(Date)

Print Name and Title above

By _____
(Date)



AGREEMENT BETWEEN CITY OF HOLLYWOOD AND SOUTH BROWARD HOSPITAL DISTRICT
D/B/A MEMORIAL HEALTHCARE SYSTEM FOR DONATION OF OUTDOOR FITNESS
EQUIPMENT FOR CITY OF HOLLYWOOD

WITNESSES:

Signature

Print Name

Signature

Print Name

MEMORIAL

SOUTH BROWARD HOSPITAL DISTRICT d/b/a
MEMORIAL HEALTHCARE SYSTEM

By _____

Aurelio M. Fernandez, III, FACHE
President and Chief Executive Officer

____ day of _____, 2019

(SEAL)



EXHIBIT A

SCOPE OF SERVICES

Hollywood Beach

PART I - EQUIPMENT, SIGNAGE, INSTALLATION, AND MAINTENANCE

MEMORIAL's responsibilities shall include, but are not limited to, the following:

- a. Purchasing, donating to CITY, and installing on appropriate flooring in fall zone the outdoor fitness equipment, described in the Fitness Equipment List set forth in Exhibit C of the Agreement.
- b. Coordinating and procuring the design, delivery, and installation of the outdoor fitness equipment and concrete pad for the Park with the Contract Administrator by the ____ day of _____, 2019.
- c. Providing CITY with all warranties for the outdoor fitness equipment purchased and donated by MEMORIAL to CITY. SUCH WARRANTIES SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- d. SECTION INTENTIONALLY LEFT BLANK
- e. Providing CITY with information for the large identification sign by the _____ day of _____, 2019.

CITY's responsibilities shall include, but are not limited to, the following:

- a. Installing paving and concrete surrounding equipment.
- b. Manufacturing and installing a large sign to commemorate Memorial Regional Hospital's 65th anniversary, using standard CITY signage, by the ____ day of _____, 2019. MEMORIAL shall approve the content of the large sign.
- c. Providing for all future maintenance and repairs of the outdoor fitness equipment for its useful life and signage. Providing routine hosing down of equipment with water and having water available nearby.
- d. City of Hollywood shall pull and pay all permitting fees associated with the project as needed for this project and is responsible for expenses listed in Exhibit D totaling \$16,946.00



PART II - PROMOTION AND MEDIA

- A. MEMORIAL shall coordinate all aspects of the ribbon-cutting ceremony including, but not limited to, set up/teardown, equipment needs, speakers, refreshments, and invitations/programs, and shall be responsible for all ribbon-cutting ceremony expenses.
- B. MEMORIAL shall provide CITY detailed information regarding the ribbon-cutting ceremony by the _____ day of _____, 2019.
- C. CITY shall promote the ribbon-cutting ceremony in electronic newsletters.
- D. The Parties shall coordinate further communications efforts to promote the outdoor fitness equipment including, but not limited to, media releases, electronic newsletters, printed promotional materials, and Website. MEMORIAL shall provide to CITY for promotional use descriptive information about the equipment provided by the manufacturer including, but not limited to, photos of each piece of equipment. Each party shall pre-approve the content of any promotional material prepared by the other party.
- E. CITY shall create a banner to be displayed promoting the new outdoor fitness equipment. The Parties shall coordinate and approve the content of the banner.



EXHIBIT B LOCATOR MAP/LAYOUT



THIS OUTDOOR FITNESS EQUIPMENT IS DESIGNED FOR ADA AND IF UNLESS OTHERWISE NOTED ON THE PLAN.

IT IS THE OPINION OF THE MANUFACTURER THAT THIS OUTDOOR FITNESS AREA CONFORMS TO A D.A. ACCESSIBILITY STANDARDS ASSUMING AN A.D.A. ACCESSIBLE COMPLIANT SURFACING IS USED.

THIS CONCEPTUAL PLAN WAS CREATED BASED ON THE INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, AND UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL THE DIMENSIONS OF THE OUTDOOR FITNESS EQUIPMENT AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO BUILDING.

FALL ATTENUATING SAFETY SURFACING IS ADDITIONAL FOR OUTDOOR FITNESS EQUIPMENT. IN ORDER TO MAINTAIN A D.A. COMPLIANCE WHEN SLIDING, THE FITNESS AREA THE GRADE SHOULD BE KEPT UNDER 2%.

TOTAL AREA IN SQUARE FEET OF SURFACING IS 1018 SQ FT

DESIGNED BY:
NM
COMPANY: 07/20/20
GREENFIELDS OUTDOOR FITNESS, INC.
5001 S. WOODLAND AV.
DAWSON, GA 30097
PH 800-825-0027 FAX 800-808-9719

DATE	DRAWING#	INITIALS

Charnow Park V. 2
City of Hollywood, FL

This presentation has been designed for printing on tabloid (11"x17") size.



SPG-16577

EXHIBIT C

**MEMOIRAL HEALTHCARE SYSTEM RESPONSIBILITY
OUTDOOR FITNESS EQUIPMENT**



2617 West Woodland Drive, Anaheim CA 92801 USA
T: 888.315.9037 F: 800.308.9719 Info@Greenfieldsfitness.com

Customer Invoice

Date	Invoice #
9/6/2019	5390

Bill To
Robert A Herzog M.S. Director of Fitness & Sports Medicine Memorial Regional Hospital 3501 Johnson Street Hollywood FL 33021 Tel: Fax: E-mail:

Ship To
Chamow Park V2 - Part 1 300 Connecticut St Hollywood FL 33019 954 921-3404

Project Name	Customer P.O.	Terms	Due Date	Rep	
Chamow Park		50% Deposit, Balance	9/6/2019	JD	
Item	Description	Color	Qty	Rate	Amount
SHP2009-5-15	Functional Fitness Rig (Surface Mount)	Green / Tan	1	29,995.00	29,995.00T
SHP2009-7-24	3-Person Plyometrics - set of 3 (surface mount)	Green	1	2,695.00	2,695.00T
UBX-215	Single Leg Press (adjustable resistance)	Green	1	4,995.00	4,995.00T
UBX-248	Single Shoulder Press (adjustable resistance)	Green	1	4,995.00	4,995.00T
SGR2005-1-105	Custom Printed Announcement Board (surface mount)	Green	1	1,795.00	1,795.00T
	Subtotal				44,475.00
Shipping & Han...	Ships in large crates - forklift is needed to unload			2,990.00	2,990.00T
Installation	Installation of equipment only (Exclude site works, Demo of old equipment, not surfacing)			4,500.00	4,500.00
Installation	Poured In Place Rubber Buddings 4 inches Fall Height, with Synthetic Turf 1.25 inch Non Porous backing. All units are Surface Mount installation method			15,552.00	15,552.00

THANK YOU FOR YOUR BUSINESS !		Subtotal	\$67,517.00
COLOR SELECTION Please be advised that there can only be one color for each assembly		Sales Tax (0.0%)	\$0.00
CUSTOMER APPROVAL: I hereby approve this order, the item selection, color selection and overall Terms & Conditions of this order. I understand should collection of this agreement become necessary, I agree to pay all collection fees and attorney fees/court cost, etc. subject to the amount being charged by the agent.		Total	\$67,517.00
Name: _____ Date: _____ Signature: _____		Payments/Credits	\$0.00
PLEASE SIGN & Email to: Sales@GreenfieldsFitness.com		Balance Due	\$67,517.00



EXHIBIT D

CITY'S RESPONSIBILITY OUTDOOR FITNESS EQUIPMENT



2617 West Woodland Drive, Anaheim CA 92801 USA
T: 888.315.9037 F: 866.308.9719 Info@Greenfieldsfitness.com

Customer Invoice

Date	Invoice #
9/6/2019	5391

Bill To Robert A Herzog M.S. Director of Fitness & Sports Medicine Memorial Regional Hospital 3501 Johnson Street Hollywood FL 33021 Tel: Fax: E-mail:

Ship To Chamow Park V2 - Part 2 300 Connecticut St Hollywood Fl 33019 954 921-3404

Project Name	Customer P.O.	Terms	Due Date	Rep
Chamow Park		50% Deposit, Balance	9/6/2019	JD

Item	Description	Color	Qty	Rate	Amount
Installation	Installation Scope of Work Engineered Drawings with all Design Details , Permit Administration			0.00 3,000.00	0.00 3,000.00
Installation	Excavation of old playground and removal of unsafe safety surface			2,900.00	2,900.00
Installation	Concrete Deck 6 inch depth, 1076 sq ft (South Playground Circle, 18 1/2 ft Radius)			9,796.00	9,796.00
Installation	Security Fence, Paver Protection and Dumpster			1,250.00	1,250.00
	NOT INCLUDE : Permit Fees (by Owner), Not responsible for underground utilities not located				

THANK YOU FOR YOUR BUSINESS !		Subtotal	\$16,946.00
COLOR SELECTION Please be advised that there can only be one color for each assembly		Sales Tax (0.0%)	\$0.00
CUSTOMER APPROVAL: I hereby approve this order, the item selection, color selection and overall Terms & Conditions of this order. I understand should collection of this agreement become necessary, I agree to pay all collection fees and attorney fees/court cost, etc. subject to the amount being charged by the agent.		Total	\$16,946.00
Name: _____ Date: _____ Signature: _____		Payments/Credits	\$0.00
PLEASE SIGN & Email to: Sales@GreenfieldsFitness.com		Balance Due	\$16,946.00



SPG-16577