

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

This is an Agreement ("Agreement"), made and entered into by and between: CITY OF HOLLYWOOD, a political subdivision of the State of Florida, 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, 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 ARTSPARK, in the location described in this Agreement; 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 in this Agreement;

NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments set forth in this Agreement, 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.** Ricky Engle, Director for Parks, Recreation and Cultural Arts, City of Hollywood, 2600 Hollywood Boulevard, 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.** ArtsPark at 1 Young Circle.

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 "Subconsultants."

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 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 in this Agreement. Any amendment to this Agreement for additional outdoor fitness equipment donated by MEMORIAL for use at other CITY locations 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 in this Agreement is intended to serve as a waiver of sovereign immunity by any party nor shall anything included in this Agreement 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 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 or by MEMORIAL. Termination for convenience by either party shall be effective on the termination date stated in written notice provided by the terminating party, which termination date shall be not less than 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 in this Agreement, 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-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 One hundred twenty-six thousand four hundred ninety-one and 70/100 Dollars (\$126,491.70). 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 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 days of termination of this Agreement by either party.

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

9.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by the other party were that party 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 the other party 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 the other party, at no cost, all public records in possession of the party 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 the other party in a format that is compatible with the information technology systems of the other party.

The failure of a party to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and the other party 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 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 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. 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 in this Agreement unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR CITY:

Ricky Engle, Director
Department of Park, Recreation & Cultural Arts
City of Hollywood
2600 Hollywood Blvd
Hollywood, Florida 33022
Email address: REngle@HollywoodFL.org

FOR MEMORIAL:

South Broward Hospital District d/b/a Memorial Healthcare System
Paul Gaden, Chief Executive Officer Memorial Regional Hospital
3501 Johnson Street
Hollywood, Florida 33021

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 in this Agreement 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 in this Agreement 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 in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement 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 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. 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 in this Agreement 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 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 in this Agreement 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 is prevented by reason of hurricane, earthquake, or other casualty caused by nature, pandemic, 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 whenever such causes are removed; provided, however, that if such non-performance exceeds sixty 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 in this Agreement 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 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 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 _____, 2025, and SOUTH BROWARD HOSPITAL DISTRICT d/b/a MEMORIAL HEALTHCARE SYSTEM, signing by and through Scott Wester, 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 _____, 2025

Approved as to Form and
Legal Sufficiency:

Damaris Henlon
City Attorney

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:

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

By
Paul Gaden, Chief Executive Officer Memorial
Regional Hospital
_____ day of _____, 2025

Signature

Print Name

By

Print Name

Signature

(SEAL)

Print Name

EXHIBIT A

SCOPE OF SERVICES

ARTSPARK

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 outdoor fitness equipment for ArtsPark with the Contract Administrator by the ____ day of _____, 2025.
- 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 _____, 2025.

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

- a. Installing, fitness equipment, safety surface, shade structure and concrete connectors for the fitness equipment.
- b. Manufacturing and installing a large sign to commemorate Memorial Regional Hospitals, using standard CITY signage, by the ____ day of, _____ 2025. 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 \$308,995.00

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 _____, 2025.
- 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.

EXHIBIT B

LOCATOR MAP / LAYOUT

EXHIBIT B



Florida - Hollywood - Arts Park at Young Circle

VERSION6 REV2 - 2023-11-13

GREENFIELDS PROPOSED OUTDOOR FITNESS ZONE

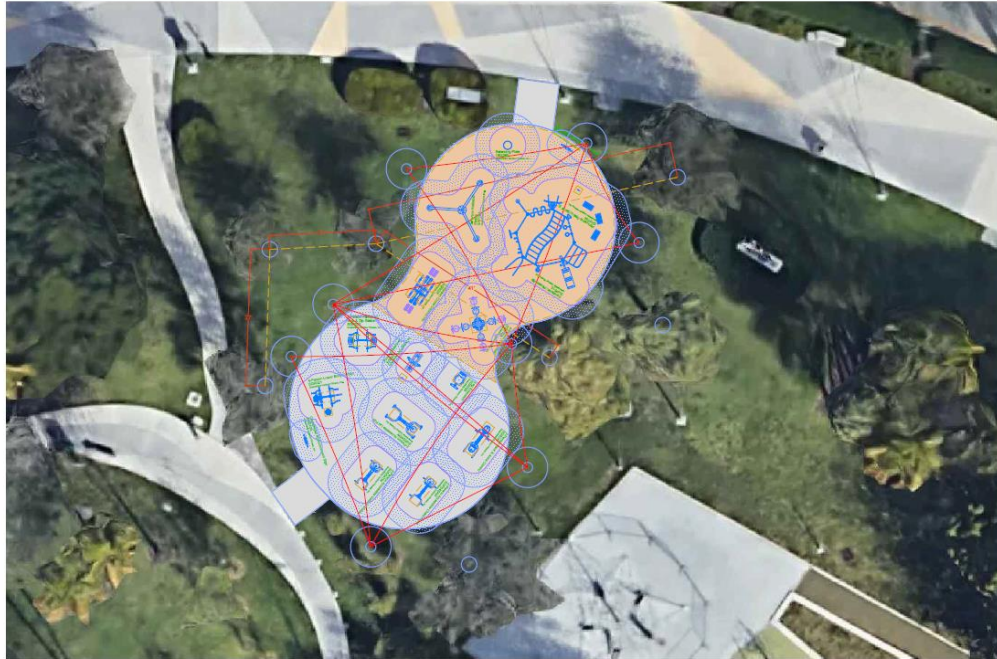


EXHIBIT C
MEMORIAL HEALTHCARE SYSTEM RESPONSIBILITY
OUTDOOR FITNESS EQUIPMENT



Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive
Anaheim, CA 92801
Phone: 888-315-9037
Fax: 866-308-9719
Email: orders@greenfieldsfitness.com

Estimate

Order #	Date
S30701	09/28/2025



Bill To: FL - Hollywood - Young Circle Arts Park Memorial Healthcare System Jon Pickett 3501 Johnson Street Hollywood, FL 33020	Ship To: FL - Hollywood - Young Circle Arts Park City of Hollywood Young Circle Arts Park 1 N Young Circle Hollywood, FL 33020
Customer: FL - Hollywood - Young Circle Arts Park	Contact: FL - Hollywood - Young Circle

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
SM	50% Deposit/ Balance	Origin	Freight	09/28/2025

Item #	Number	Description	Color	Unit Price	Qty	Total Price
1		SURFACE MOUNT INSTALLATION METHOD DESIGN V7 Rev1 - 2025-09-25 With Colored Concrete Pad				
2	SGR021-03K	4 Person Lower Body Combo (formerly SGR2005-1-21)	Green/ Tan	\$5,495.00	1 ea	\$ 5,495.00
7	SGR022-03K	4 Person Pendulum, Abs & Dip Station (formerly SGR2005-1-22)	Green/ Tan	\$4,995.00	1 ea	\$ 4,995.00
11	SGR042-03	2 Person Back & Arms Combo (formerly SGR2005-1-42)	Green/Tan	\$5,495.00	1 ea	\$ 5,495.00
12	SGR043-03K	Parallel Bars (formerly SGR2005-1-43N)	Green/ Tan	\$2,195.00	1 ea	\$ 2,195.00
14	SGR047W-03	2 Person Accessible Vertical Press (formerly SGR2005-1-47-W)	Green/Tan	\$6,595.00	1 ea	\$ 6,595.00
15	SGR048W-03	2 Person Accessible Lat Pull (formerly SGR2005-1-48-W)	Green/Tan	\$6,595.00	1 ea	\$ 6,595.00
16	SGR048AW-03	2 Person Accessible Chest Press (formerly SGR2005-1-48A-W)	Green/Tan	\$6,595.00	1 ea	\$ 6,595.00
17	SGR091-03K	Rowing Machine (formerly SGR2005-1-91)	Green/ Tan	\$3,295.00	1 ea	\$ 3,295.00
20	SGR098-03	Leg Extension (formerly SGR2005-1-98)	Green/Tan	\$3,795.00	1 ea	\$ 3,795.00
21	SHP518-03K	25-Person Mega Functional Fitness Rig (formerly SHP2009-5-18) - CUSTOM DESIGN AS REQUESTED BY MAYOR LEVY	Green / Tan	\$69,995.00	1 ea	\$ 69,995.00
43	SHP724-01K	Plyometric Steps (Set of 3) (formerly SHP2009-7-24)	Green	\$3,695.00	1 ea	\$ 3,695.00
48		Subtotal				\$ 118,745.00
49	Shipping & Handling	Ships in large crates - forklift is needed to unload		\$4,950.00	1 ea	\$ 4,950.00
50	SM Installation	All units are Surface Mount installation method.		\$0.00	1 ea	\$ 0.00
51	Terms for Bidders	50% deposit with a signed order; Balance due upon receipt; Without payment bond, prepaid terms apply		\$0.00	1 hr	\$ 0.00
52		NOTE: INSTALLATION WILL BE HANDLED BY THE CITY OF HOLLYWOOD				



Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive

Anaheim, CA 92801

Phone: 888-315-9037

Fax: 866-308-9719

Email: orders@greenfieldsfitness.com

Estimate

Order #	Date
S30701	09/28/2025



CUSTOMER APPROVAL: I hereby declare that I am authorized to approve this order. By signing below, I approve the items selection, color selection and quantities. I understand that the units listed here are made specifically for this order and cannot be returned or cancel once production begins. I agree that should collection of this agreement become necessary, I will cover all collection costs and legal fees. I authorize Greenfields to ship this order and process payment as outlined on this confirmation.

Approval signature: _____ Date: _____

Print Name: _____

September 28, 2025 8:53:20 PM PDT

Subtotal:	\$123,695.00
Sales Tax:	\$0.00
Total:	\$123,695.00

EXHIBIT D
CITY'S RESPONSIBILITY OUTDOOR FITNESS EQUIPMENT



Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive
Anaheim, CA 92801
Phone: 888-315-9037
Fax: 866-308-9719
Email: orders@greenfieldsfitness.com

Estimate

Order #	Date
S30702	09/28/2025



Bill To:	Ship To:
FL - Hollywood - Young Circle Arts Park City of Hollywood 1405 S. 28th Ave Hollywood, FL 33020	FL - Hollywood - Young Circle Arts Park City of Hollywood Young Circle Arts Park 1 N Young Circle Hollywood, FL 33020
Customer: FL - Hollywood - Young Circle Arts Park	Contact: FL - Hollywood - Young Circle

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
SM	50% Deposit/ Balance	Origin	Freight	09/28/2025

Item #	Number	Description	Color	Unit Price	Qty	Total Price
1	Sourcewell Contract #	Sourcewell Contract# 010721-GRN City of Hollywood FL Sourcewell Member ID#39548		\$0.00	1 ea	\$ 0.00
2		SURFACE MOUNT INSTALLATION METHOD DESIGN V7 Rev1 - 2025-09-25 With Colored Concrete Pad				
3	Shade	Custom Sails consisting of (8) columns and (6) fabric canopies per attached drawing dated 10/11/2023 - Pier Mounted Columns Florida Professional Engineer Sealed Drawings & Calculations - INCLUDED Shipping / Handling Charge to Hollywood, FL 33020 - INCLUDED		\$69,861.00	1 ea	\$ 69,861.00



Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive

Anaheim, CA 92801

Phone: 888-315-9037

Fax: 866-308-9719

Email: orders@greenfieldsfitness.com

Estimate

Order #	Date
S30702	09/28/2025



Item #	Number	Description	Color	Unit Price	Qty	Total Price
4	Installation	Installation Scope of Work - PIP over Concrete - SM Installation with Color Concrete Pad GENERAL (\$22,903.40) - Permitting Process - Structural Engineering for Concrete Slab and Fitness Equipment - Portable Toilet - Construction Fence - Dumpsters - Off-loading and staging at the site - Sod Restoration at the end of the project SITE WORK (\$118,583.40) - Site prep 6" dispose and haul off (1440 sq/ft) - Site Prep 8" Dispose and Haul off (1446 sq/ft) - Concrete Curb 8x6 with Fiber Mesh - PIP surfacing 4" Thick 1446 sq/ft, PIP Surfacing 2" Thick 1440 s/f - 50% Black/50% Beige - Sod Restoration - Concrete Sidewalk 4" Thick (100 sq/ft) - 4" 57 Aggregate over Geotextile Fabric SHADE INSTALL (\$30,498.00) - Erect Shade Sails & Columns (8) - Crane CONCRETE FOUNDATIONS (\$62,461.10): - Concrete foundations excavation - Concrete 3000 psi - Rebar Cages - Anchor Bolts FITNESS EQUIPMENT (\$55,298.50) - Surface Mount installation of 10 units + very large Functional Fitness Rig - Assembly at the site as needed - Disposal of all packaging & crates EXCLUDED: - Tree & Stump Removal - Site Survey - Irrigation relocation - De-Mucking - All testing	N/A	\$289,744.40	1 ea	\$ 289,744.40
5		Subtotal				\$ 359,605.40



Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive

Anaheim, CA 92801

Phone: 888-315-9037

Fax: 866-308-9719

Email: orders@greenfieldsfitness.com

Estimate

Order #	Date
S30702	09/28/2025



Item #	Number	Description	Color	Unit Price	Qty	Total Price
6	Sourcewell Member Discount	Sourcewell Member Discount 7%; Sourcewell Members Discount applies to members direct purchases only and will not be extended to third parties				-\$ 25,172.38

CUSTOMER APPROVAL: I hereby declare that I am authorized to approve this order. By signing below, I approve the items selection, color selection and quantities. I understand that the units listed here are made specifically for this order and cannot be returned or cancel once production begins. I agree that should collection of this agreement become necessary, I will cover all collection costs and legal fees. I authorize Greenfields to ship this order and process payment as outlined on this confirmation.

Approval signature: _____ Date: _____

Print Name: _____

September 28, 2025 8:48:16 PM PDT

Subtotal:	\$334,433.02
Sales Tax:	\$0.00
Total:	\$334,433.02