

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 21, 2014

☒ [X] Consent  
☐ [ ] Ordinance

☐ [ ] Regular  
☐ [ ] 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) approve** Right of Entry Permit, License, and Development Agreement for Fitness Zone® Equipment Installation with The Trust for Public Land (TPL) for the purchase and installation of a Fitness Zone® project at John Prince Memorial Park for the period October 21, 2014, through October 20, 2015; **B) adopt** a Resolution of the Board of County Commissioners of Palm Beach County, Florida, authorizing the County Administrator or designee to execute documents on behalf of the Board of County Commissioners relating to the Agreement with The Trust for Public Land for the design and construction of a Fitness Zone® at John Prince Memorial Park; providing for severability; and providing for an effective date; **C) authorize** the County Administrator or his designee to execute the Final Acceptance and Assignment of Warranty documentation, as well as task assignments, certifications, standard forms, or amendments to the Agreement that do not change the scope of work or terms and conditions set forth in the Agreement; and **D) authorize** the Director of the Parks and Recreation Department to serve as Liaison Agent with TPL for this project.

**Summary:** TPL has been successfully working with counties and municipalities across the United States to develop Fitness Zones® which are accessible outdoor exercise equipment that use a gravity and resistance weight system. TPL has been awarded a grant from the Quantum Foundation for the development of two Fitness Zones® in Palm Beach County, with one being located within John Prince Memorial Park. The grant funding for the John Prince Memorial Park project in the amount of \$67,500 will cover a portion of the equipment and its installation costs, as well as TPL's project management, legal and administrative fees. The balance of the project's cost will come from Zone 2 Impact Fee funding, in the amount of \$127,290. In an effort to have project continuity, TPL's contractor will complete the entire project including installation of a shade structure with TPL's oversight. The County will reimburse TPL \$66,779 upon the delivery and satisfactory inspection of the Fitness Zone® equipment and shade structure by TPL's contractor, and will reimburse TPL the outstanding balance upon the completion and acceptance of the final project. The development and construction of a Fitness Zone® have been budgeted in the Parks and Recreation Department capital budget. The Agreement releases TPL from all claims and liabilities in connection with the equipment and its installation once the County has accepted the installed equipment. District 3 (AH)

**Background and Justification:** TPL is a California non-profit public benefit corporation that has been conserving land for people to enjoy as parks, gardens, natural areas, and open space for over 40 years. Since 1972, TPL has protected more than 3 million acres and completed more than 5,200 conservation and park projects. According to Florida Health Palm Beach County, obesity continues to be a significant public health problem, and approximately 25% of Floridians are obese. The addition of a Fitness Zone® centrally located in Palm Beach County will provide park patrons a safe, free alternative to working out. John Prince Memorial Park is a 727-acre County park located around the shores of Lake Osborne. Based upon a recently completed traffic study, it is estimated the park receives over 3.5 million visitors annually. The development of an ADA accessible Fitness Zone® at John Prince Memorial Park will promote health and fitness among park patrons.

**Attachments:**

1. Right of Entry Permit, License, and Development Agreement
2. Resolution

Recommended by:   
Department Director

10-3-2014  
Date

Approved by:   
Assistant County Administrator

10/20/14  
Date

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>194,790</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>
External Revenues	<u>(67,500)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>*147,290</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes X No         
Budget Account No.: Fund        Department        Unit         
Object        Program       

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

Quantum Grant via The Trust for Public Land	paid directly to TPL	\$67,500
Park Impact Fees - Zone 2	3602-581-P782	<u>\$127,290</u>
Capital Project Total		\$194,790

\*Net fiscal impact includes costs associated with operating and maintaining this park amenity.

**C. Departmental Fiscal Review:**

### **III. REVIEW COMMENTS**

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

OFMB

**B. Legal Sufficiency:**

## Contract Development and Control

10-17-14 B Wheeler

Anne Belknap 10/26/14  
Assistant County Attorney

**C. Other Department Review:**

Department Director

REVISED 10/95  
ADM FORM 01

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

g:\planning and development section\jmatthews\parks1\john prince (jpp)\fitness zone\agenda items\jpp - fitness zone - director  
authorized to execute mou on behalf of the bcc.docx

Jm

**RIGHT OF ENTRY PERMIT, LICENSE, AND DEVELOPMENT AGREEMENT FOR  
FITNESS ZONE® EQUIPMENT INSTALLATION**

**(TRUST FOR PUBLIC LAND – FITNESS ZONES®)**

Licensee:

The Trust for Public Land

Tel: 305-667-0409

Licensor:

Palm Beach County

Tel: 561-966-6614

**RECITALS**

This Right of Entry Permit, License, and Development Agreement ("Agreement") for Fitness Zone® equipment installation is made and entered into between The Trust for Public Land, a California nonprofit corporation ("TPL" or "Licensee") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County or Licensor") as of the date of the last party to execute this Agreement, with respect to the following facts:

**WHEREAS**, the County owns, operates and maintains John Prince Memorial Park, located at 2700 6<sup>th</sup> Avenue South, Lake Worth, FL 33461 ("Property"); and

**WHEREAS**, TPL is a national non-profit land conservation organization that has as one of its purposes the "Parks for People" program, which assists local communities to build new parks in their neighborhoods; one aspect of the Parks for People program is installation of exercise equipment to provide "Fitness Zones®" in local parks for the use of area residents; and

**WHEREAS**, in furtherance of TPL's "Parks for People" Program, TPL is receiving a grant from the Quantum Foundation, Inc., attached hereto and incorporated herein by reference in Exhibit "F" for the purpose of covering a portion of the cost to: (i) purchase from Greenfields Outdoor Fitness, Inc. ("Supplier") exercise equipment ("Equipment") for John Prince Memorial Park ("Property"), and (ii) contract with D. W. Recreation Service's, Inc. ("Installer") for the installation of the Equipment on the Property in accordance with the terms of the Final Acceptance and Assignment of Warranty Agreement, the Grant Agreement and this Agreement; and

**WHEREAS**, in order to have project continuity TPL will purchase from Shade Systems, Inc. ("Supplier") a shade structure (Equipment) and the Installer will install the shade

structure as part of the Fitness Zone project; and

**WHEREAS**, this Agreement constitutes a Right of Entry Permit, License, and Development Agreement for Fitness Zone® Equipment and Installation for TPL, Installer and their agents and employees to enter the Property and install the Equipment, and also contains the terms governing TPL's installation of the Equipment and assignment of the warranties thereto to County, and County's acceptance of the Equipment and its warranties and assumption of responsibility following acceptance; and

**WHEREAS**, the Equipment that TPL shall install is identified in Exhibit "A", attached hereto and incorporated herein by reference, and its specifications are contained in Exhibit "B", attached hereto and incorporated herein by reference and the Equipment installation location shall be in accordance with the Site Plan identified in Exhibit "C" attached hereto and incorporated herein by reference; and

Whereas, entering into this Agreement serves a public purpose.

**NOW, THEREFORE**, in consideration of the foregoing premises, the parties mutually agree as follows:

1. **CONTROLLING AGREEMENT:** In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Final Acceptance and Assignment of Warranty Agreement identified in Exhibit "E" attached hereto and incorporated herein by reference ("Acceptance Agreement") the terms of the Acceptance Agreement shall control.
2. **GRANT OF LICENSE:** TPL, its employees, contractors and agents, after execution of this Agreement by the County, are hereby granted a license to access the Property to install the Equipment in accordance with the terms of this Agreement.
3. **TERM:** This Agreement shall become effective upon full execution and delivery hereof by the parties. This Agreement shall expire on the date upon which County provides a fully executed Acceptance Agreement to TPL, accepting the Equipment and Installation on a site-specific basis, as described in Section 11 below, except as may be otherwise provided in this Agreement. In no event, however, shall the term of this Agreement exceed twelve (12) months, unless mutually agreed upon, in writing, by the parties. Notwithstanding any other provision herein, and regardless of the manner or duration of use of said Property by TPL, either party shall have the right to terminate this Agreement, if after giving ten (10) business days notice of the grounds thereof, the other party has failed to cure such grounds or, in the event the nature of the grounds for termination are such that more than ten (10) business days are required to effect a cure, if within such ten (10) business days the other party has failed to commence such cure and fails to diligently pursue it thereafter. Any notice hereunder to the other party may be given by delivering the same to the other party personally or by mailing the same addressed to the other party at the address herein given for notices. Upon any termination of this Agreement by revocation or otherwise, TPL shall promptly restore the Property to a condition

equal to the surrounding area, to the satisfaction of County. In the event of TPL's failure to do so after a reasonable period of time, the County may restore said Property entirely at the risk and expense of TPL.

4. **PAYMENTS.** TPL will be fully responsible for all payments to the Suppliers for the cost of acquisition and delivery of the Equipment, including payments to the Installer for installation in accordance with the terms of this Agreement. The County shall reimburse TPL an amount not-to-exceed \$127,290 for purchase and installation costs of Fitness Zone® Equipment including delivery and permitting. The County shall provide TPL a \$66,779 construction draw once the Equipment has been delivered to the Property and inspected by the Installer and deemed free of defect by the Installer. Installer to provide County with written verification the Equipment is free of defect within 5 days of delivery. County will process construction draw payment within 45 days of receipt of notification of satisfactory condition of Equipment by Installer. County will attempt to process construction draw within 10 days of Installer's notification. Upon completion of the Equipment installation, inspection by the County and within thirty (30) days following execution of the Acceptance Agreement, County shall pay to TPL the remaining balance due of \$60,511 as its' full share of the cost of the Equipment, Installation and administrative costs to TPL pursuant to this Agreement.

TPL shall be required to provide County paid in full invoices from the Suppliers and Installer supported by an affidavit from TPL Counsel stating that such invoices have been paid in full and satisfied, prior to final reimbursement.

5. **CONSTRUCTION MANAGEMENT.** TPL will provide general management of construction activity, including but not limited to scheduling construction activity, insuring construction meets the terms of the Acceptance Agreement, and the Grant Agreement between TPL and Quantum Foundation, Inc., conducting progress meetings, providing meeting minutes and coordinating communications between all parties. County staff will participate in the scheduled progress meetings to keep abreast of construction activity and to insure that work complies with the terms of this Agreement. TPL shall:
- A. Comply with and abide by all applicable rules, regulations and directions of County.
  - B. Comply with all applicable County ordinances, County, State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the permitted activities on the Property.
  - C. Licensed activities shall occur during normal business hours, Monday through Friday, at County's sole discretion. Weekend work or work on County holidays is not permitted. TPL's Project Manager shall contact the County's Parks and Recreation Director at least two (2) days prior to TPL's initial access to the Property, in regard to all access and permitted activities, and in the event of emergencies.
  - D. Maintain to County's satisfaction the Property and surrounding area in a safe

and sound condition, free from danger, injury or threat of harm to the public, and as to prevent the existence of an attractive nuisance.

- E. Assume the risks and bear all costs of damage or destruction, and loss due to acts of God, theft, burglary or vandalism to any and all of TPL's equipment, materials, tools, and vehicles owned, hired, leased, or used by TPL for this Agreement, except to the extent that such damage or destruction and loss result from the negligence or willful misconduct of County.
  - F. Field verify utility locations prior to conducting permitted activities and repair or replace any and all park property lost, damaged, or destroyed as a result of, and either directly or indirectly connected with work done pursuant to this Agreement with due diligence and speed. TPL shall promptly notify the County's Parks and Recreation Director in the event of damage caused by TPL's activities to John Prince Memorial Park, the Property's equipment, and/or improvements, including landscaped areas. Should TPL fail to promptly make repairs after notice by County of damage, loss or destruction of the Property, County may have repairs made and TPL shall pay the costs directly associated with such repairs.
  - G. Provide all safety and security signs, barricades, pedestrian and traffic cones, lights and other related safety fixtures or measures in addition to any requested by County which will forewarn the public of the existence of any hazards related to the licensed activities, and of any detours necessary to prevent vehicular and/or personal injury or property damage accidents due to TPL's activities.
  - H. Bear the sole cost and expense of all work performed by TPL.
  - I. A representative from TPL will perform regularly scheduled inspections of the Property during the term of this Agreement.
  - J. Pay for all costs, fees or charges for the application, installation, maintenance, or use of any utilities or services required in the exercise of the permission herein given.
6. **REPAIR OF DAMAGE.** In addition to TPL's other responsibilities under this Agreement, if TPL becomes aware that any portion of the Property is damaged or threatened by any of the activities of TPL or anyone acting by or through TPL hereunder, with the exception of any disturbance of the Property necessary to install the Equipment, TPL shall promptly notify County of such damage or threat by facsimile or hand delivery. TPL shall remedy any and all such damage or threat and restore the Property to its previous condition, subject to County's approval.
7. **INDEMNIFICATION.** TPL shall indemnify, defend and hold harmless the County, it's elected and appointed officers, employees and agents (the "County Indemnified Parties") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including

attorneys and expert witness fees) arising from or connected with TPL's acts or omissions arising from or related to this Agreement, such indemnification to survive only until such time that County has executed the Acceptance Agreement as contemplated herein.

8. **NO RESPONSIBILITY OR LIABILITY.** Upon execution by the County and delivery to TPL of the Acceptance Agreement pursuant to this Agreement, TPL shall cease to be liable or responsible for any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, costs, expenses, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or injury or death to persons, sustained by any persons or entities, which Claims are alleged or claimed to have arisen out of, or in connection with, in whole or in part, the use by the public of the Equipment, failure of the equipment, or the maintenance, repair or replacement of the Equipment by the County.

Further, the County agrees that after it executes and delivers the Acceptance Agreement to TPL pursuant to this Agreement and provided that TPL has fully complied with the terms and conditions of this Agreement, the County shall not assert any action against TPL nor shall the County seek any contribution from TPL for any and all Claims, whether or not a lawsuit is filed, including but not limited to Claims for damage to property or injury or death to persons, sustained by any persons or entities, which Claims are alleged or claimed to have arisen out of, or in connection with, in whole or in part, the public's use of the Equipment on the Property, failure of the Equipment or the maintenance, repair or replacement of the Equipment by the County.

9. **GENERAL INSURANCE REQUIREMENTS:** Without limiting TPL's indemnification of the County Indemnified Parties, and during the term of this Agreement, TPL shall provide and maintain and shall require Installer to maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and, such coverage shall be provided and maintained at TPL's own expense.

A. Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the County's Parks and Recreation Director prior to commencing services under this Agreement.

Such certificates or other evidence shall:

- i. Specifically identify this Agreement.
- ii. Clearly evidence all insurance required in this Agreement.
- iii. Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

- iv. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County Indemnified Parties as additional insured for all activities arising from this Agreement.
- B. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County, with an A.M. Best rating of not less than A: VII, unless otherwise approved by the County.
- C. Failure to Maintain Coverage. Failure by TPL to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.
- D. Notification of Incidents, Claims or Suits. TPL shall report to County:
  - i. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against TPL and/or County. Such report shall be made in writing within 24 hours of TPL receiving notice of such occurrence.
  - ii. Any third party claim or lawsuit filed against TPL arising from or related to services performed by TPL under this Agreement.
  - iii. Any injury to a TPL or sub-contractor employee, which occurs on the Property.
  - iv. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to TPL under the terms of this Agreement.
- E. Compensation for County Costs. In the event that TPL fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, TPL shall pay full compensation for all costs incurred by County resulting from such non-compliance.
- F. Insurance Coverage Requirements for Contractors. TPL shall ensure any of its contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
  - i. Providing evidence of insurance covering the activities of contractors, or
  - ii. Providing insurance certificates and additional insured notices submitted by contractors evidencing that contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of contractor's insurance coverage at any time.

10. **INSURANCE COVERAGE REQUIREMENTS:**



Commercial General Liability TPL agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis

Business Automobile Liability TPL agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence with a \$2,000,000 aggregate. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event TPL does not own automobiles, TPL agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis

Worker's Compensation Insurance & Employers Liability TPL agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis

Additional Insured TPL agrees to endorse County as an Additional Insured with a CG2026 Additional Insured or its equivalent – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis

Waiver of Subrogation TPL hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then TPL shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should TPL enter into such an agreement on a pre-loss basis.

**11. FINAL ACCEPTANCE AND ASSIGNMENT OF WARRANTY:**

- A. TPL, as it completes installation of the Equipment at the Property, shall notify County that it is ready to have the installation inspected by County. Within ten (10) business days of receipt of said notice, County shall inspect the installation and reasonably determine whether the installation has been installed in accordance with this Agreement and to a level of quality and workmanship for County to execute the Acceptance Agreement. If the installation is unacceptable, within ten (10) business days after inspection, County shall provide TPL with a list of items that need to be corrected in order for County to execute its Acceptance Agreement issuance of Acceptance Agreement will be delayed until the items on the list are corrected.

- B. Prior to the execution of the Acceptance Agreement, TPL shall obtain the consent of the manufacturer of the Equipment for assignment to County and assign any and all warranties it received from the manufacturer of the Equipment, in the form attached hereto as Exhibit "D". TPL shall provide a copy of the invoices for the Equipment in order to make claims under the terms of said warranty.
- C. The County acknowledges that Quantum Foundation, Inc. ("Quantum") is contributing to the purchase and installation costs of the exercise Equipment (the "Hard Costs") pursuant to the grant contract ID: 10206819. If during the first 10 years after the date of this Agreement (the "Initial Period"), the County ceases to maintain the exercise Equipment in working order and open to the public, the County shall repay Quantum an amount equal to the result of the following equation:  $T - ((T \times .10) \times Y)$  where T is Quantum's total contribution to Hard Costs and Y is the year or portion thereof) during the Initial Period in which the County fails to keep the exercise Equipment in working order and open to the public . By way of example only:

Total Quantum Hard Cost Contribution	Year of Initial Period
\$100,000	3

$$100,000 - ((100,000 \times .10) \times 3) = 70,000.$$

Upon Quantum's request, the County shall provide it with an accounting of the Quantum funds applied to the Hard Costs. The shade structure is not subject to this provision. Quantum shall be an intended third party beneficiary of this Section 11(c) and is entitled to enforce its rights under such section as if it were a party to this agreement

- D. Execution of the Acceptance Agreement shall confirm that the County assumes and accepts responsibility for the maintenance, removal or replacement of the Equipment in accordance with the provisions of this Agreement, with respect to the subject Property.
- E. The Installer shall be solely responsible to secure the site and maintain the construction fence until TPL receives the County's Acceptance Agreement. Provided, however, if the County removes, or authorizes removal of the construction fence and makes the Equipment available for public use prior to the County executing the Acceptance Agreement , the County will be deemed to have accepted the equipment.
12. **NOTICES:** Notices desired or required by this Agreement or by any law now or hereinafter in effect are deemed given when sent by U.S. Postal Service Certified Mail or by a reliable over-night courier with postage or charges prepaid to TPL as follows: Notices, Certificates of Insurance and/or Self-Insurance and envelopes containing the same to County shall be addressed to:

As to TPL  
Brenda McClymonds, Project Manager

The Trust for Public Land  
7900 Red Road, Suite 26  
Miami, Florida 33143  
Tel: 305-667-0409  
Email: Brenda.mcclymonds@tpl.org

and

Peter Fodor, Division Legal Director  
The Trust for Public Land  
306 North Monroe Street  
Tallahassee, Florida 32301  
Tel: 850-222-7911, ext. 29  
E-mail: pete.fodor@tpl.org

As to County  
Palm Beach County  
Director, Parks and Recreation Department  
2700 6<sup>th</sup> Avenue South  
Lake Worth, FL 33461  
Tel: 561-966-6614

or such other place in Florida as may hereinafter be designated in writing by TPL.


13. **ANNUAL BUDGETARY FUNDING/CANCELLATION:** This Agreement and all obligations of the County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Notwithstanding anything in the Agreement to the contrary, the County shall have the right to cancel this Agreement for any reason upon ninety (90) days prior written notice to TPL, whereupon the parties shall be relieved of all further obligation hereunder.
14. **INDEPENDENT STATUS:** This Agreement is by and between County and TPL. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and TPL. TPL understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of TPL pursuant to this Agreement.
15. **EMPLOYEES:** All references to "TPL" herein are deemed to include the employees, agents, Installer and subcontractors of any tier, and anyone else required under written contract with the TPL to access the Property.
16. **LIMITATIONS:** It is expressly understood that in permitting the right to use the Property, no estate or interest in real property is being conveyed to TPL, and that the right to use is only a nonexclusive, revocable and unassignable permission to use the Property in accordance with the terms and conditions of this Agreement.

17. **AMENDMENTS:** The Property, permitted use and term, may be amended during the term of this Agreement, upon TPL's prior written request to County, subject to the County's Parks and Recreation Director's discretion.
18. **ASSIGNMENT:** This Agreement is personal to TPL, and in the event TPL shall attempt to assign or transfer the same in whole or part all rights hereunder shall immediately terminate.
19. **AUTHORITY TO STOP:** In the event that an authorized representative of the County finds that the activities being held on the Property unnecessarily endanger the health or safety of persons on or near said Property, the representative may require that this Agreement immediately be suspended until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
20. **ALTERATIONS AND IMPROVEMENTS:** TPL has examined the Property and knows the condition thereof. TPL accepts the Property in the present state and condition and waives any and all demand upon the County for alteration, repair, or improvement thereof. All improvements to the Property installed by TPL shall remain upon termination of this Agreement and become the property of County.
21. **INSPECTOR GENERAL:** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of TPL, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
22. **NON-DISCRIMINATION:** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Agreement.
23. **NO THIRD PARTY BENEFICIARY:** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any employees of TPL or employees of the County, except for Quantum pursuant to Section 11(c) of this Agreement.
24. **VENUE:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive

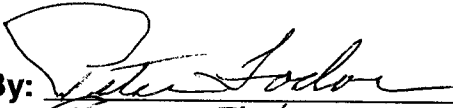
of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right power, or remedy hereunder shall preclude any other or further exercise thereof.

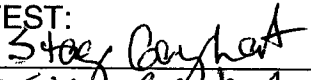
25. **TRANSFER OF OPERATING RESPONSIBILITY/CLOSURE:** In the event the County transfers operating responsibility of the Property and licenses the Property to a newly formed or existing governmental agency, this Agreement shall terminate on the date of said transfer to such agency, unless that agency agrees to assume this Agreement. County agrees to use its best efforts to obtain said assignment in the event the County transfers its operating responsibility for the Property to a newly-formed or existing governmental agency. In the event the County closes the Property, this Agreement shall terminate upon the effective date of such closure. County shall provide written notice to TPL immediately upon any consideration by the County of the possibility of transferring or closing the Property. County shall provide TPL with as much prior written notice of any such transfer or closure of the Property as is reasonably possible, but in no case less than ten (10) County business days, before the effective date of any such transfer or closure. TPL shall be permitted to continue operations on the licensed Property for the remaining portion of the year in which it receives any such notice specifying the effective date of the transfer or closure of the Property.
26. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR TPL'S USE OF THE PREMISES.
27. **AUTHORIZED SIGNATURES:** The parties will have the Agreement executed by representatives authorized to execute, amend, and enforce this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

  
Signature of Witness  
Ann Riley  
Print Name of Witness

**THE TRUST FOR PUBLIC LAND**

By:   
By: Peter Fodor  
Its: Division Legal Director

ATTEST:  
By:   
Print: Stacy Coughlin, Asst. Sec.

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

COUNTY:  
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS


By:  \_\_\_\_\_  
Eric Call, Parks & Recreation Director

Exhibit "A" Equipment List  
Exhibit "B" Equipment Specifications  
Exhibit "C" Site Plan  
Exhibit "D" Equipment Warranty  
Exhibit "E" Final Acceptance and Assignment of Warranty  
Exhibit "F" Quantum Foundation Grant ID: 10206819

**Exhibit "A"**  
**Equipment List**

**Exhibit A**  
**Fitness Zone® Equipment List**

Single Butterfly

Wheelchair Accessible Butterfly

2-Person Incline Sit-Up benches

4-Person Lower Body Combo

4-Person Pendulum Abs & Dips

2-Person Cross Country Ski

2-Level Horizontal Bars

2-Person Wheelchair Accessible Vertical Press

2-Person Wheelchair Accessible Lat Pull-Down

2-Person Wheelchair Accessible Chest Press

Single Reverse Butterfly

Wheelchair Accessible Reverse Butterfly

Single Rower

4-Person Leg Press

Elliptical Cross Trainer

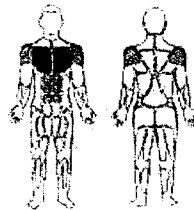
Wheelchair Accessible Hand Cycle

3 Announcement Boards (signs)



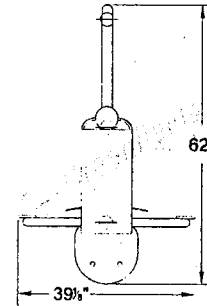
# SINGLE BUTTERFLY

GR2005-1-08

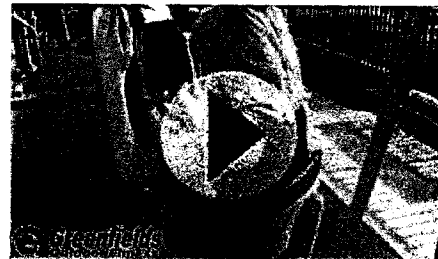


Target muscles  
Secondary muscles

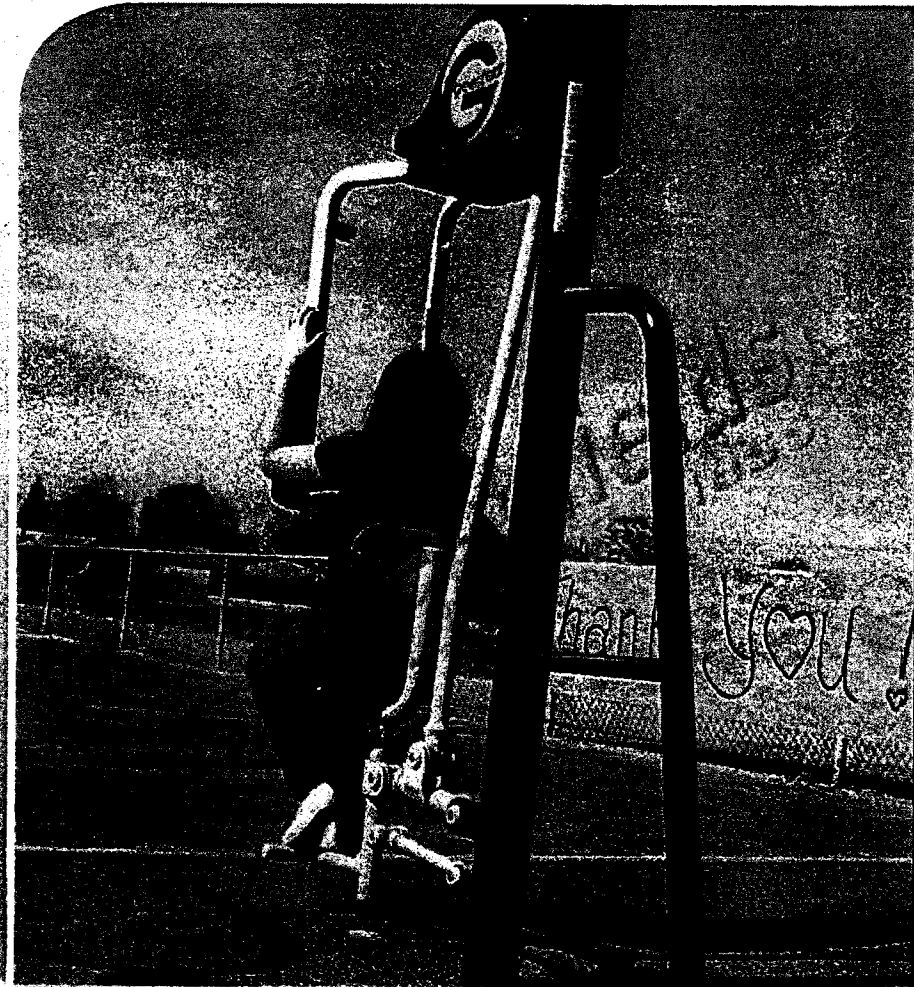
Develops chest, front  
shoulders, upper and  
mid abs



VIEW THE  
VIDEO

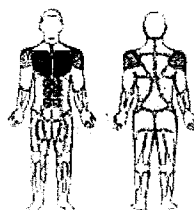


[greenfieldsfitness.com/butterfly-press-video.html](http://greenfieldsfitness.com/butterfly-press-video.html)



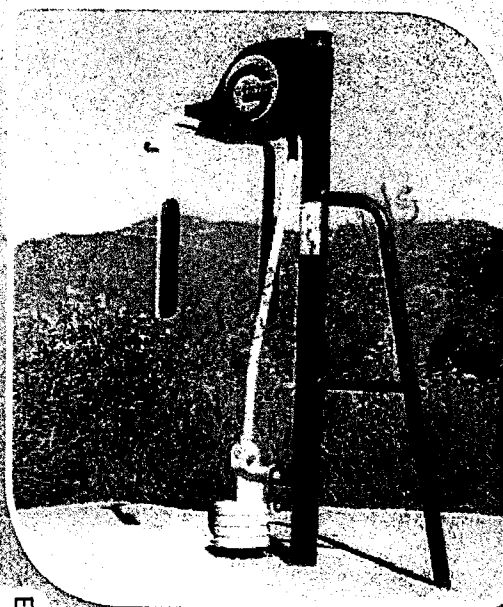
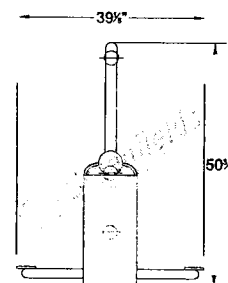
# ACCESSIBLE SINGLE BUTTERFLY

GR2005-1-08-W



Target muscles  
Secondary muscles

Develops chest, front shoulders, upper and mid abs



VIEW THE VIDEO



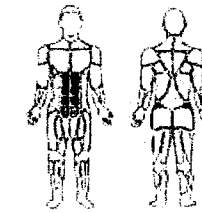
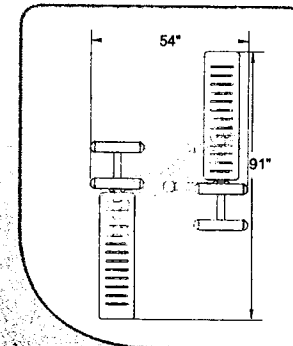
[greenfieldsfitness.com/accessible-butterfly-video.html](http://greenfieldsfitness.com/accessible-butterfly-video.html)





## TWO-PERSON SIT-UP BENCH

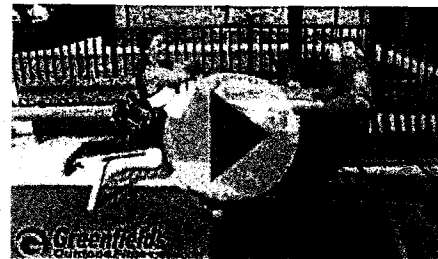
GR2005-1-19



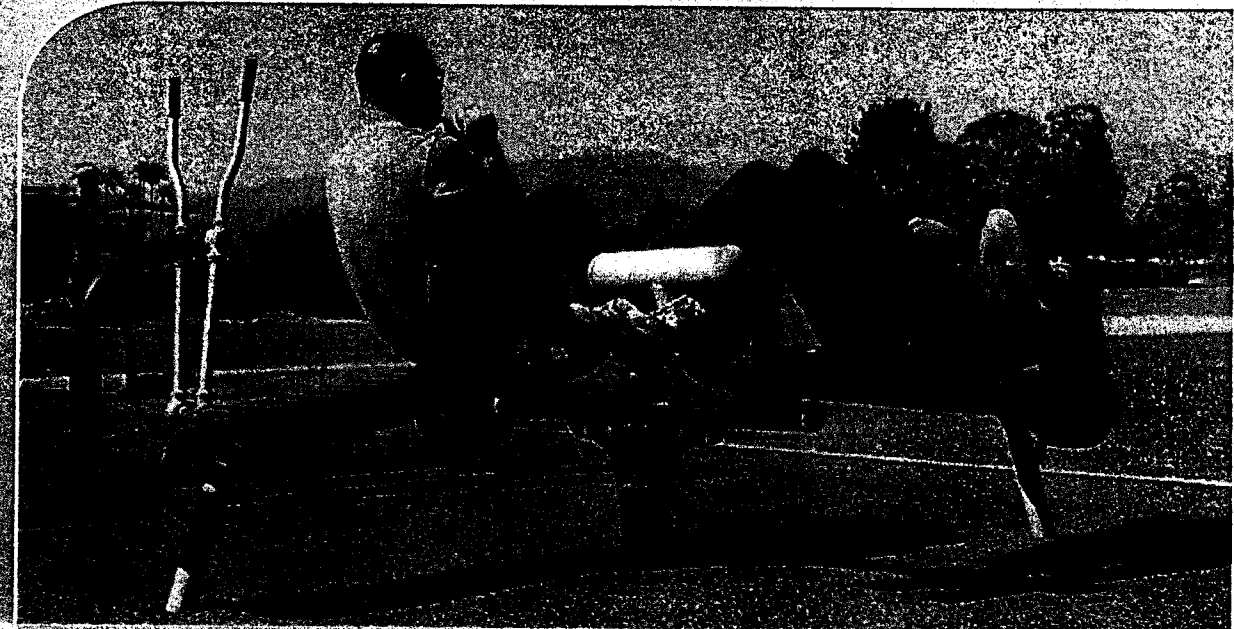
Target muscles  
Secondary muscles

- Strengthens obliques and upper, mid and lower abdominals
- Can be used by two people simultaneously

VIEW THE  
VIDEO



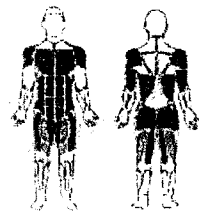
[greenfieldsfitness.com/two-person-sit-up-bench-video.html](http://greenfieldsfitness.com/two-person-sit-up-bench-video.html)



# 4 PERSON LOWER BODY COMBO

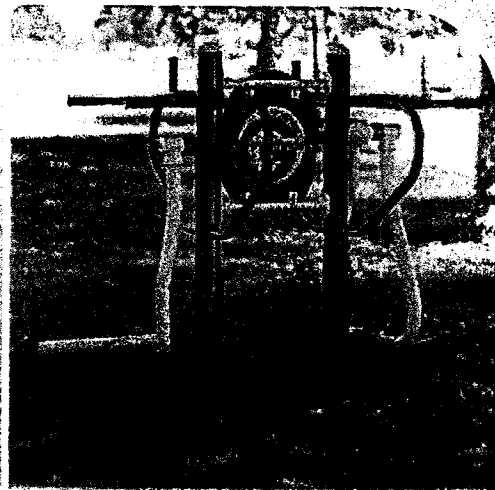
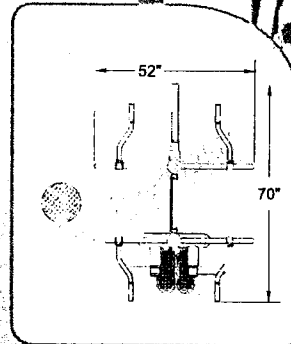
GR2005-1-21

Equipped with **SafeStop**



Target muscles  
Secondary muscles

- Strengthens legs, glutes, obliques, triceps, shoulders, chest and core
- Stretches lower back and inner thigh
- Great social activity



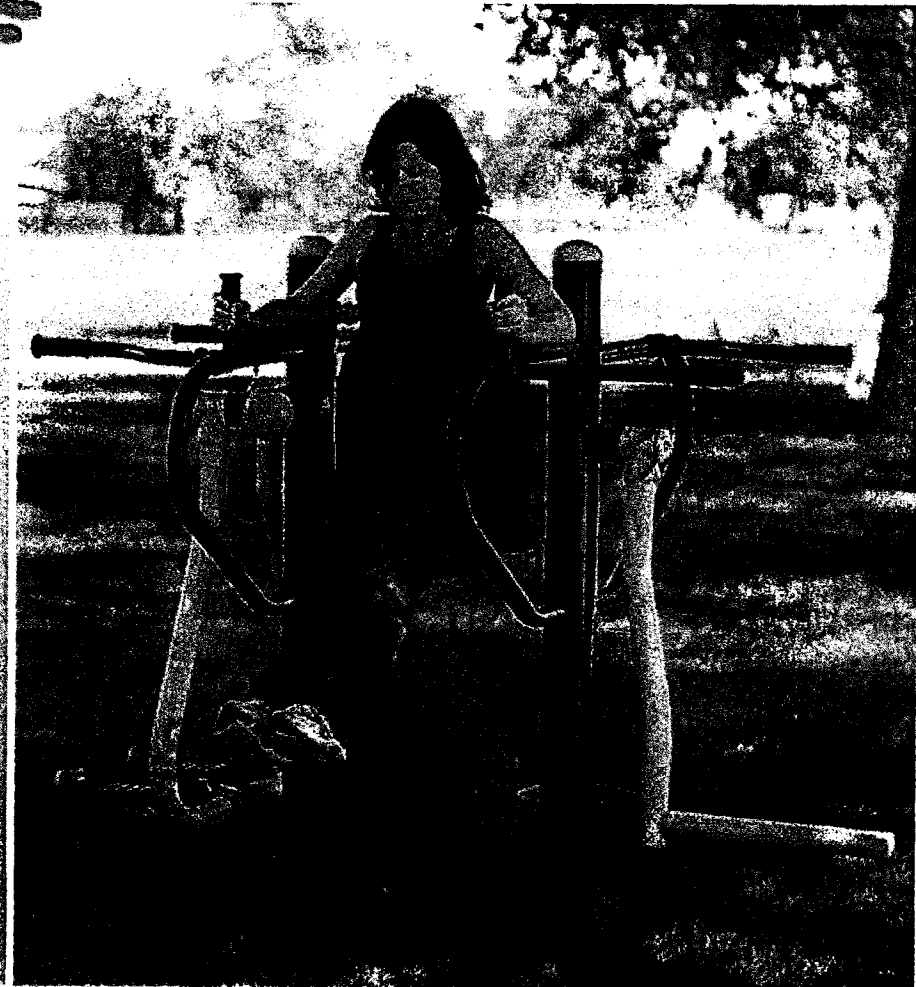
**The Greenfields Advantage - this unit incorporates **SafeStop** technology for a workout that's smooth and hazard-free**



VIEW THE VIDEO



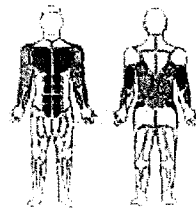
[greenfieldsfitness.com/lower-body-combo-video.html](http://greenfieldsfitness.com/lower-body-combo-video.html)



In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice. © 2013 Greenfields Outdoor Fitness

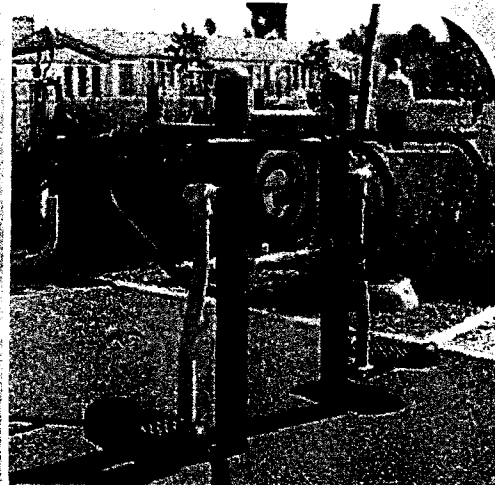
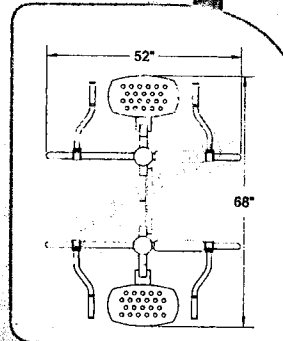
## 4-PERSON PENDULUM, ABS & DIPS STATION GR2005-1-22

Equipped with **SafeStop**



Target muscles  
Secondary muscles

- Strengthens upper body, biceps, forearms, lower back and abdominals
- Loosens hips and side
- Can be used by four people simultaneously
- Great social activity



**The Greenfields Advantage - this unit incorporates Safe-Stop technology for a workout that's smooth and hazard-free**



**VIEW THE VIDEO**



[greenfieldsfitness.com/four-person-pendulum-abs-and-dips-video.html](http://greenfieldsfitness.com/four-person-pendulum-abs-and-dips-video.html)



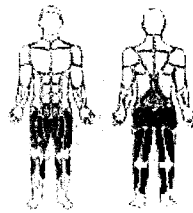
In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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# TWO-PERSON CROSS COUNTRY SKI

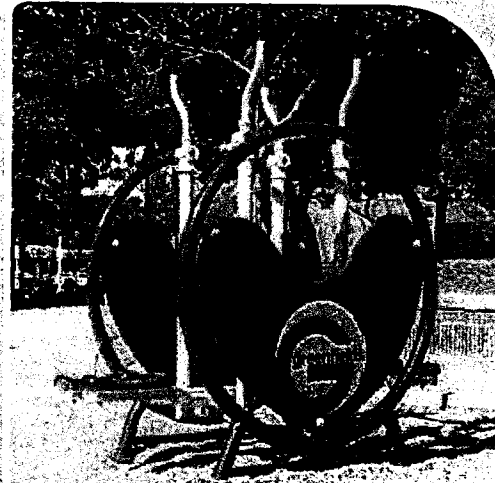
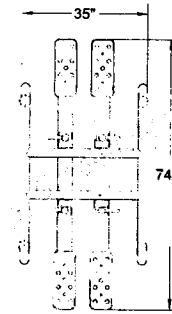
GR2005-1-26

Equipped with **SafeStop**



Target muscles  
Secondary muscles

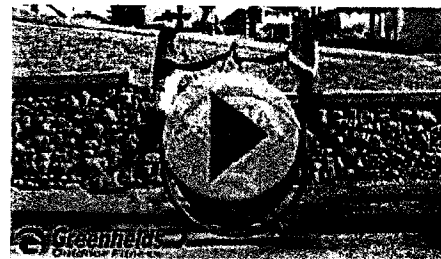
- Strengthens leg muscles
- Improves cardiovascular endurance
- Helps recover some lost agility
- Great social activity



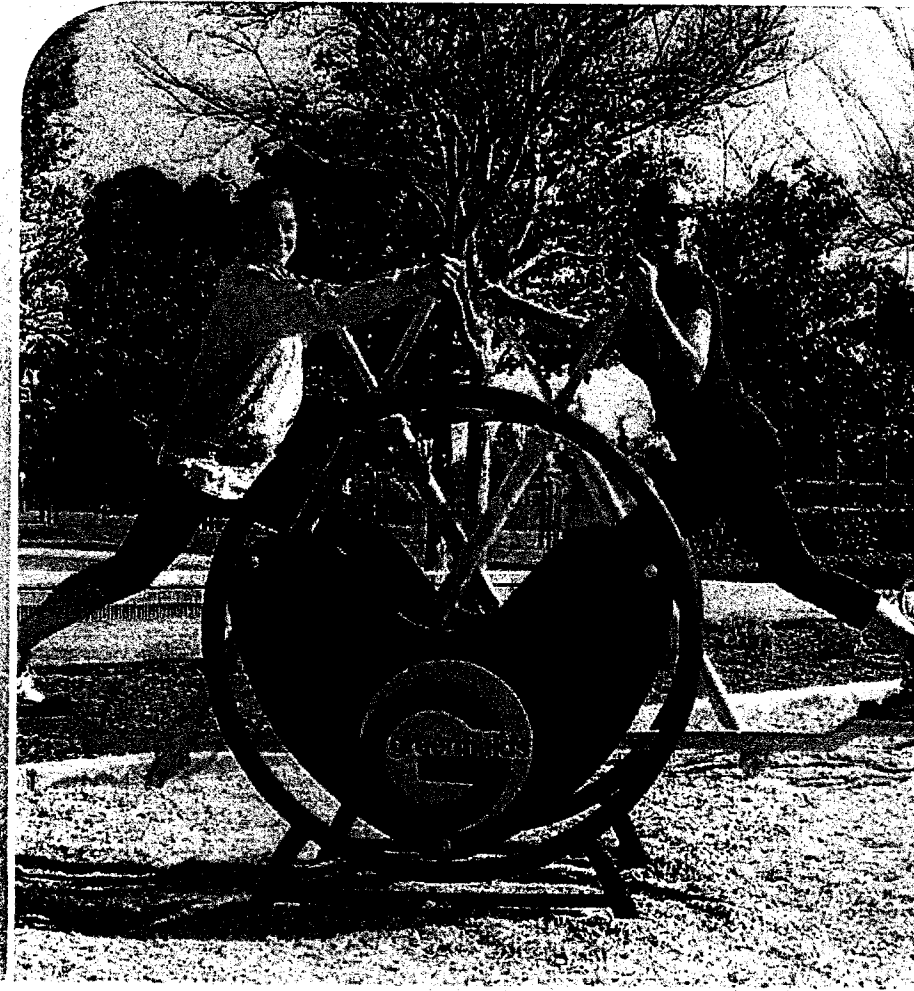
**The Greenfields Advantage - this unit incorporates Safe-Stop technology for a workout that's smooth and hazard-free**



**VIEW THE VIDEO**



[greenfieldsfitness.com/two-person-cross-country-ski-video.html](http://greenfieldsfitness.com/two-person-cross-country-ski-video.html)



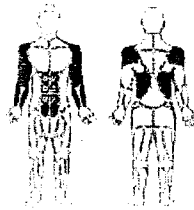
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## TWO-LEVEL HORIZONTAL BARS

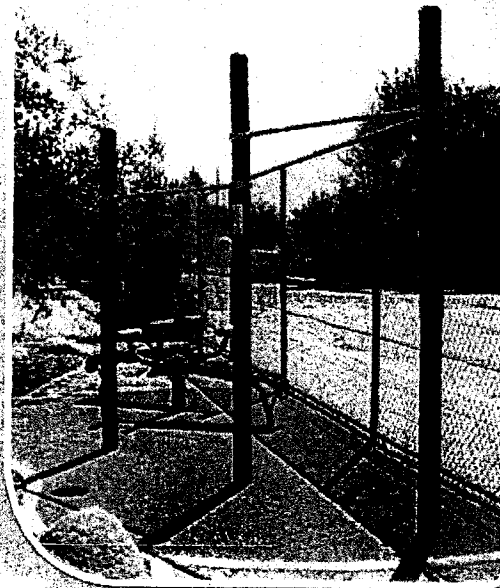
GR2005-1-45



Target muscles  
Secondary muscles

Strengthens chest, shoulders, upper and mid abs, forearms and triceps

127"



VIEW THE VIDEO

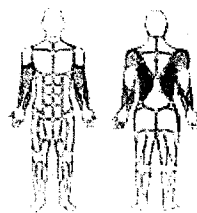


[greenfieldsfitness.com/horizontal-bars-video.html](http://greenfieldsfitness.com/horizontal-bars-video.html)



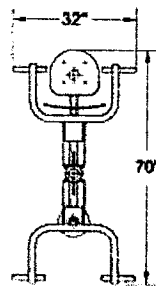
## TWO-PERSON ACCESSIBLE VERTICAL PRESS

GR2005-1-47-W



Target muscles  
Secondary muscles

Strengthens shoulder and arm muscles



[greenfieldsfitness.com/accessible-vertical-press-video.html](http://greenfieldsfitness.com/accessible-vertical-press-video.html)



VIEW  
THE  
VIDEO



*Wheelchair-accessible side can also be used by able-bodied individuals!*



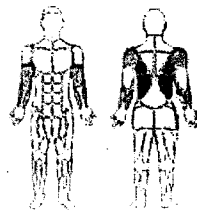
To honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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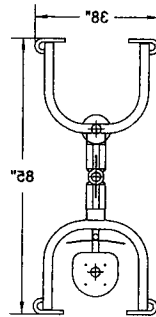
# Greenfields Outdoor Fitness.

Promoting Wellness & Fighting Obesity One Community at a Time.™

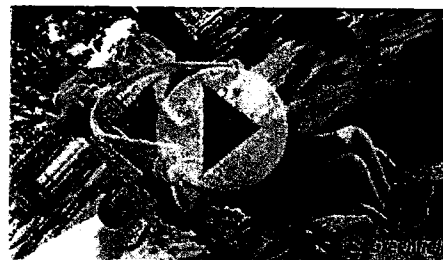


Target muscles  
Secondary muscles

Strengthens upper back,  
shoulders, biceps and  
core



[greenfieldsfitness.com/accessible-lat-pull-video.html](http://greenfieldsfitness.com/accessible-lat-pull-video.html)



VIEW  
THE  
VIDEO



## TWO-PERSON ACCESSIBLE LAT PULL

GR2005-1-48-W

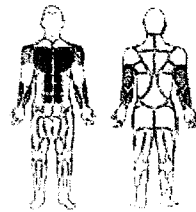


*Wheelchair-accessible side can also be  
used by able-bodied individuals!*



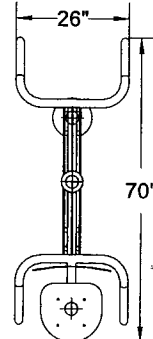
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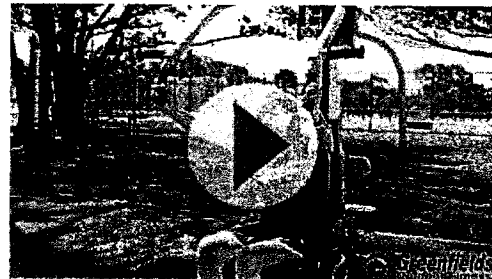


Target muscles  
Secondary muscles

Strengthens chest, shoulders,  
upper and mid abs, forearms  
and triceps



[greenfieldsfitness.com/accessible-chest-press-video.html](http://greenfieldsfitness.com/accessible-chest-press-video.html)



VIEW  
THE  
VIDEO

## TWO-PERSON ACCESSIBLE CHEST PRESS

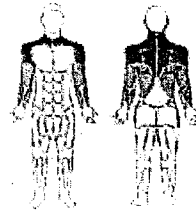
GR2005-1-48A-W



*Wheelchair-accessible side can also be  
used by able-bodied individuals!*



**REVERSE BUTTERFLY**  
GR2005-1-90

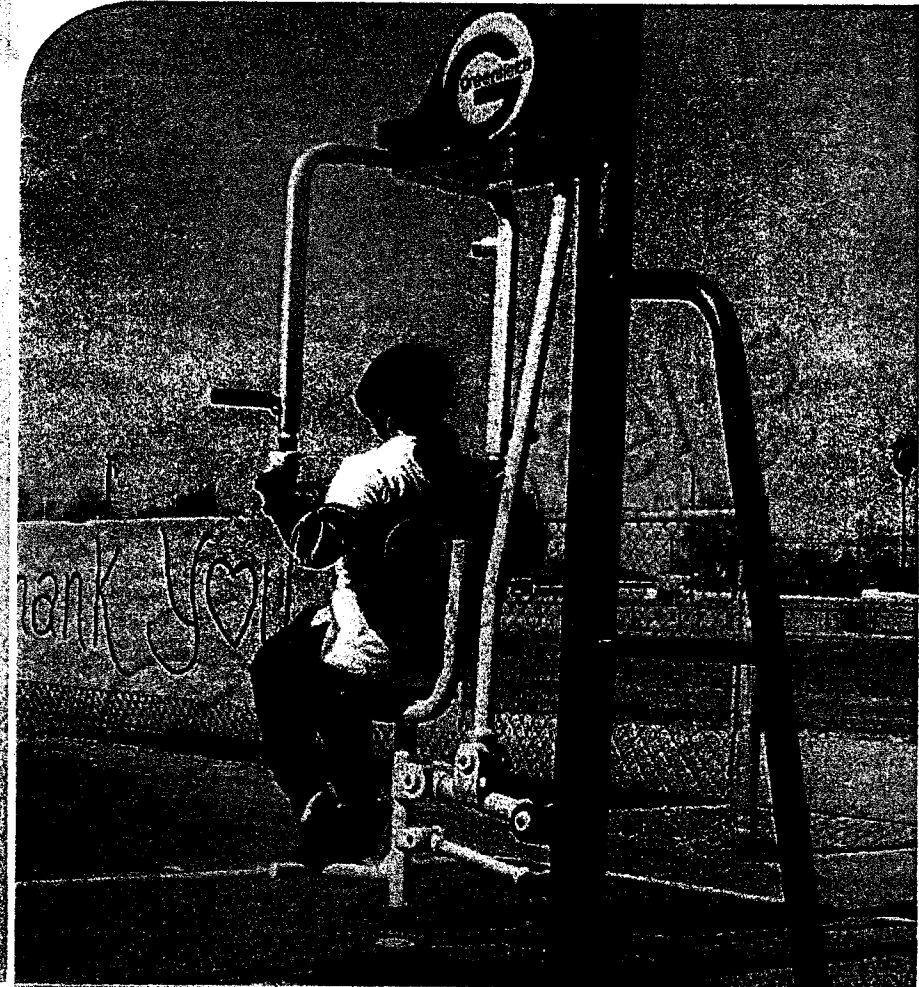


Target muscles  
Secondary muscles

Strengthens arm muscles,  
back muscles and  
shoulders



VIDEO  
COMING  
SOON

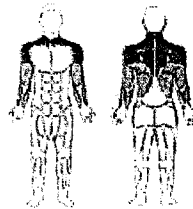


To honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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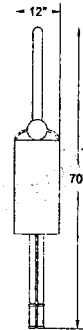
# ACCESSIBLE REVERSE BUTTERFLY

GR2005-1-90-W



Target muscles  
Secondary muscles

Strengthens arm muscles,  
back muscles and  
shoulders

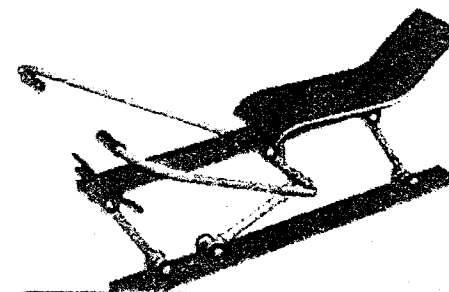


VIEW THE  
VIDEO



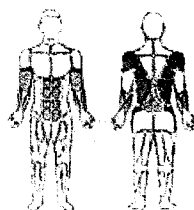
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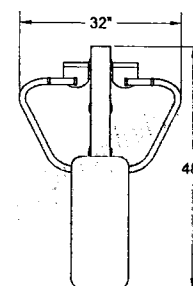
## ROWING MACHINE

GR2005-1-91

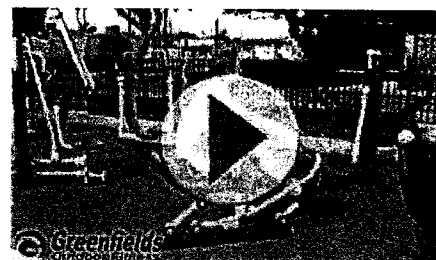


Target muscles  
Secondary muscles

- Strengthens back muscles, shoulders, arm muscles and abdominals
- Improves cardiovascular endurance



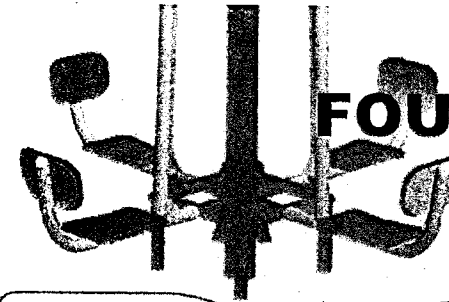
VIEW THE  
VIDEO



[greenfieldsfitness.com/rowing-machine-video.html](http://greenfieldsfitness.com/rowing-machine-video.html)

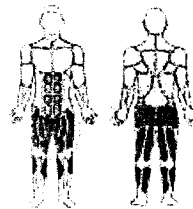






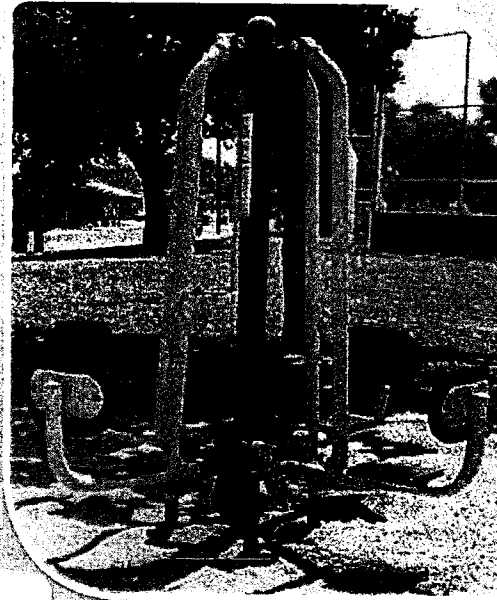
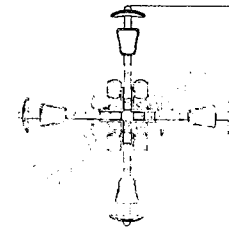
## FOUR-PERSON LEG PRESS

GR2005-1-104



Target muscles  
Secondary muscles

- Strengthens abdominals and leg muscles, particularly quads and calves
- Great social activity
- Can be used by four people simultaneously



VIEW THE  
VIDEO

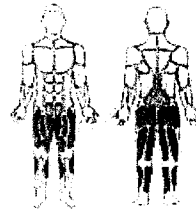


[greenfieldsfitness.com/four-person-leg-press-video.html](http://greenfieldsfitness.com/four-person-leg-press-video.html)



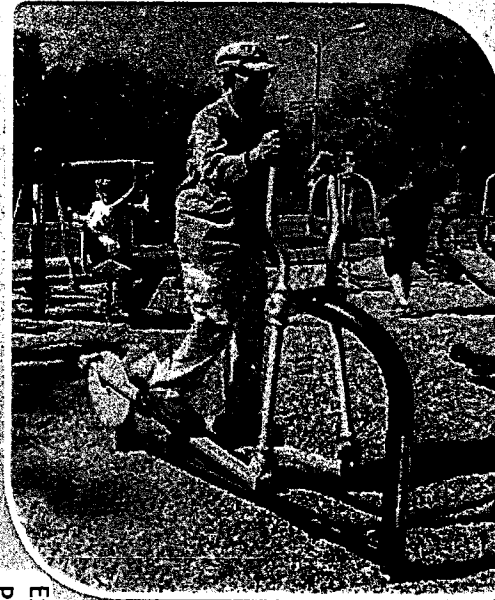
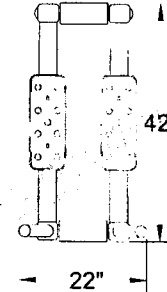
# SINGLE ELLIPTICAL

HP2009-5-03

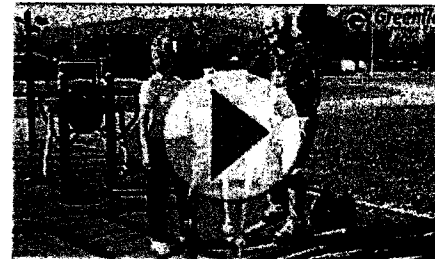


Target muscles  
Secondary muscles

- Strengthens leg muscles
- Improves cardiovascular endurance



VIEW THE  
VIDEO

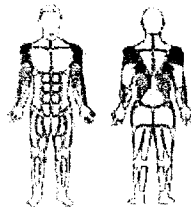


[greenfieldsfitness.com/elliptical-cross-trainer-video.html](http://greenfieldsfitness.com/elliptical-cross-trainer-video.html)



# WHEELCHAIR ACCESSIBLE HAND CYCLE

HP2009-7-21



Target muscles  
Secondary muscles

- Strengthens shoulder muscles
- Wheelchair accessible

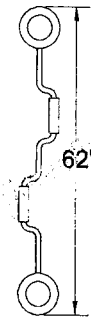


PHOTO  
COMING  
SOON

VIDEO  
COMING  
SOON





**Exhibit A**  
**Shade Structure Equipment List**

**Shade Systems, Inc.**

4150 S.W. 19th Street  
Ocala, FL 34474

Custom 47' x 51' Multi-Level Shade System – 10' high consisting of (4) columns, (1)
center connector and (5) canopies per attached drawing dated 4/22/2014.
Upper Fabric Canopy – Desert Sand
Lower Fabric Canopy – Eggshell White
Steel Tubing – Evergreen

**Exhibit "B"**  
**Equipment Specifications**

Exhibit "B"  
Greenfield Equipment Specifications



**Our products are built to last**

Our outdoor fitness equipment is protected from rust, corrosion and chipping. It retains its strength for years without any need for lubrication, winterizing or regular maintenance. Our equipment is manufactured according to the following specifications:

1. All equipment is constructed of SAE 1020 High Carbon Steel.
2. The joints' welding is at least 2/5-1/2 inch thick.
3. The bearings are made of cast steel with cast steel rollers, and do not require re-lubrication.
4. All seats and stepping platforms are made of two layers of hand-shaped fiberglass.
5. After fabrication and welding, all parts are cold galvanized for rust protection.
6. All metal parts receive two layers (120-400 microns) of DuPont Powder Coat.
7. An additional layer of polyurethane UV3 (450 microns) is applied to all metal parts for ultraviolet protection.

**Installation**

Our equipment is made from heavy steel pipes and is subject to heavy forces and torques when in use. Extra care must be taken to ensure that the equipment is securely installed so that it can be safely enjoyed for years to come.

There are two methods of installation for our equipment:

- 1) Permanent installation in which the equipment post extensions are placed in concrete footings

Exhibit "B"  
Greenfield Equipment Specifications

2) Surface mount installation with posts bolted to concrete

We strongly recommend that the equipment be installed using concrete footings. We recommend hiring a licensed installation company to ensure that the equipment is installed correctly and according to our specifications. Full installation instructions and equipment specifications will be provided on request.

**Color**

Our equipment is available in two color combinations: green/tan or red/black/yellow.

The green and tan color combination blends into the park environment best.

The red, black and yellow combination is very attractive and stands out from a distance.

**Warranty**

In light of the quality of our products and the manufacturing process, we are proud to offer a 10 year limited warranty--one of the best warranties in our industry. For detailed information on our warranty, please see our catalog.

**Safety**

Safety is of the utmost importance to everyone. Our exclusive durable outdoor fitness equipment follows the highest safety standards, is built to last and requires virtually no maintenance. Greenfields Outdoor Fitness equipment can be used by anyone aged 14 years and up with minimal concern of injury.

The California Playground Regulations only apply to play equipment designed for children under the age of 12. Exercise equipment designed for use by people over the age of 12 is specifically excluded from these requirements.

We recommend that our exercise equipment be installed at a location which is separated from children's play areas. In addition, this location and the installed equipment should be identified with proper signage and labels as intended for use by people over the age of 14. Each installed unit comes with a safety label and a user guide label. In addition, we also offer large signage to identify the entire location.

**Exhibit "B"**  
**Shade Structure Specifications**

## **Shade Systems, Inc.**

4150 S.W. 19th Street  
Ocala, FL 34474

Custom 47' x 51' Multi-Level Shade System – 10' high consisting of (4) columns, (1) center connector and (5) canopies per attached drawing dated 4/22/2014.
Upper Fabric Canopy – Desert Sand
Lower Fabric Canopy – Eggshell White
Steel Tubing – Evergreen

Specifications – Frame-Supported Products

**GENERAL:** Shade Systems products are designed and manufactured to the most exacting specifications by skilled craftsmen, and certified by Professional Engineers for structural soundness of designs. All Shade Systems are shipped knocked-down, with complete assembly instructions, and ready for easy in-field installation.

**MATERIAL:** All materials shall be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc-plating, galvanizing, and powder-coating on steel parts, subject to the Project-Specific requirements below. Fabrics used shall include UV-stabilizers and fire retardants for longevity and safety.

**WELDMENTS:** All tubing members are factory-welded by Certified Welders to American Welding Society (AWS) specifications and to the highest standards of quality workmanship. Weldments are finished with a zinc-rich galvanized coating. No field welding is required in the assembly of Shade Systems products.

**POSTS, STRUCTURAL FRAME TUBING, AND HARDWARE:** All tubing used shall be cold-formed and milled per ASTM A-135 and ASTM A-500. Material testing is in accordance with ASTM E-8. Minimum yield is 40,000 psi with a minimum tensile strength of 45,000 psi on all posts. All tubing shall be pre-cut to appropriate lengths, and where applicable all outside surfaces shall be galvanized, with an interior corrosion-

**Exhibit "B"**  
**Shade Structure Specifications**

resistant zinc-rich coating. Where required, support pipes shall be schedule 40 hot-dip galvanized or powder-coated black steel. All fastening hardware shall be stainless steel.

**POLYESTER POWDER-COATING PROCESS:** All powder-coated parts are completely cleaned and a hot zinc phosphate pretreatment with non-chromic sealer is applied. Powder-coating is then electrostatically applied and oven-cured at 375 to 425 degrees Fahrenheit. Polyester powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance. Colors shall be specified.

**STANDARD FOOTINGS:** Footings shall be designed per stringent International Building Code (IBC) for the specific structure. Columns will be provided as standard direct embedment. Other footing designs are available.

**ROOFING:** Structural frames are designed by Shade Systems only for use with CoolNet™ polyethylene shade fabric. Fabric is attached to frame using a vinyl covered minimum 1/4" diameter stainless steel and clear vinyl coated cable. Cable fasteners are zinc-plated copper for maximum corrosion resistance.

**ENGINEERING DATA:** Structures are engineered to meet or exceed the requirements of International Building Code (IBC), and the following *standard* specifications:

- Wind Speed (Frame only):
- Wind Speed (Frame w/canopy):
- Live Load:
- Snow Load:
- 150 m.p.h.
- 90 m.p.h.
- None
- None

Optional designs with greater wind speeds, live loads, and snow loads are available.

**Exhibit "B"**  
**Shade Structure Specifications**

**FASTENING SYSTEM:** CoolNet™ Shade Fabric shall be delivered complete with independent cables pre-inserted in fabric hems. Each cable shall be looped and clamped at each end. Fastening System to consist of the Turn-N-Slide™ fastening device (U.S. Patent No. 6,814,094) factory installed at each roof rafter corner. The Turn-N-Slide features a concealed mechanism which allows the attachment hook and sleeve at each rafter corner to move along a track in the rafter. Cables are attached to hook which is welded to the moving sleeve, thereby distributing tension evenly over rafters and not directly onto the mechanism. Rafters are sealed with no penetrations on the top side, thereby preventing water from entering. Such moving sleeve with hook allows the looped ends of each cable to slide over the hook when the sleeve is at its upper position, and then by turning the concealed fastener within the rafter, moves the sleeve with hook outward (toward end of the rafter), thereby tensioning the cables and securing the fabric at the proper tautness. A locking cap is secured at the end of each rafter with a vandal-resistant bolt (special wrench provided by the manufacturer) to prevent unauthorized access to the Turn-N-Slide mechanism. To remove the canopy, the cap is removed, and the mechanism rotated counter-clockwise. The sleeve with hook moves inward (toward peak of roof), thereby de-tensioning the cables, and allows fast removal of the canopy. Continuous one-piece cables, cables which are not independent per side and pre-looped and clamped at the factory, and/or cables which must be tensioned with the use of turnbuckles or tools not provided by the manufacturer (other than a common deep socket) are not acceptable. Structures which do not feature the Fastening System on each and every rafter, or fastening mechanisms which do not feature a sealed top rafter and moving outer sleeve such as the Turn-N-Slide, are not acceptable.

**FASTENING SYSTEM INSTRUCTIONAL VIDEO:** Product must be delivered complete with a minimum 4-minute instructional video on DVD media. Video must show the viewer the exact procedure for removing and re-attaching canopy using an actual shade

**Exhibit "B"**  
**Shade Structure Specifications**

structure in the field. Submittals which do not include the video on DVD media are not acceptable.

**CoolNet™ SHADE FABRIC:** Knitted of monofilament and tape construction high density polyethylene with Ultra Violet (U.V.) stabilizers and flame retardant. UV-Block Factor varies by standard color offered from 91% to 99%.

- Nominal Thickness:
- Light Fastness:
- Weather Fastness:
- Tear Resistance:
- Breaking Force:
- Bursting Pressure:
- Bursting Force:
- 0.057 inches
- Min. 337 g/m2
- 7-8 (Blue Wool Scale)
- 4-5 (Grey Scale Test)
- Warp 210N, Weft 276N
- Mean 3125kPa
- Mean 1775N

All hems and seams are double row lock stitched using exterior grade UV-stabilized polyethylene GORE™ TENARA™ sewing thread (GORE and TENARA are trademarks of W. L. Gore & Associates).

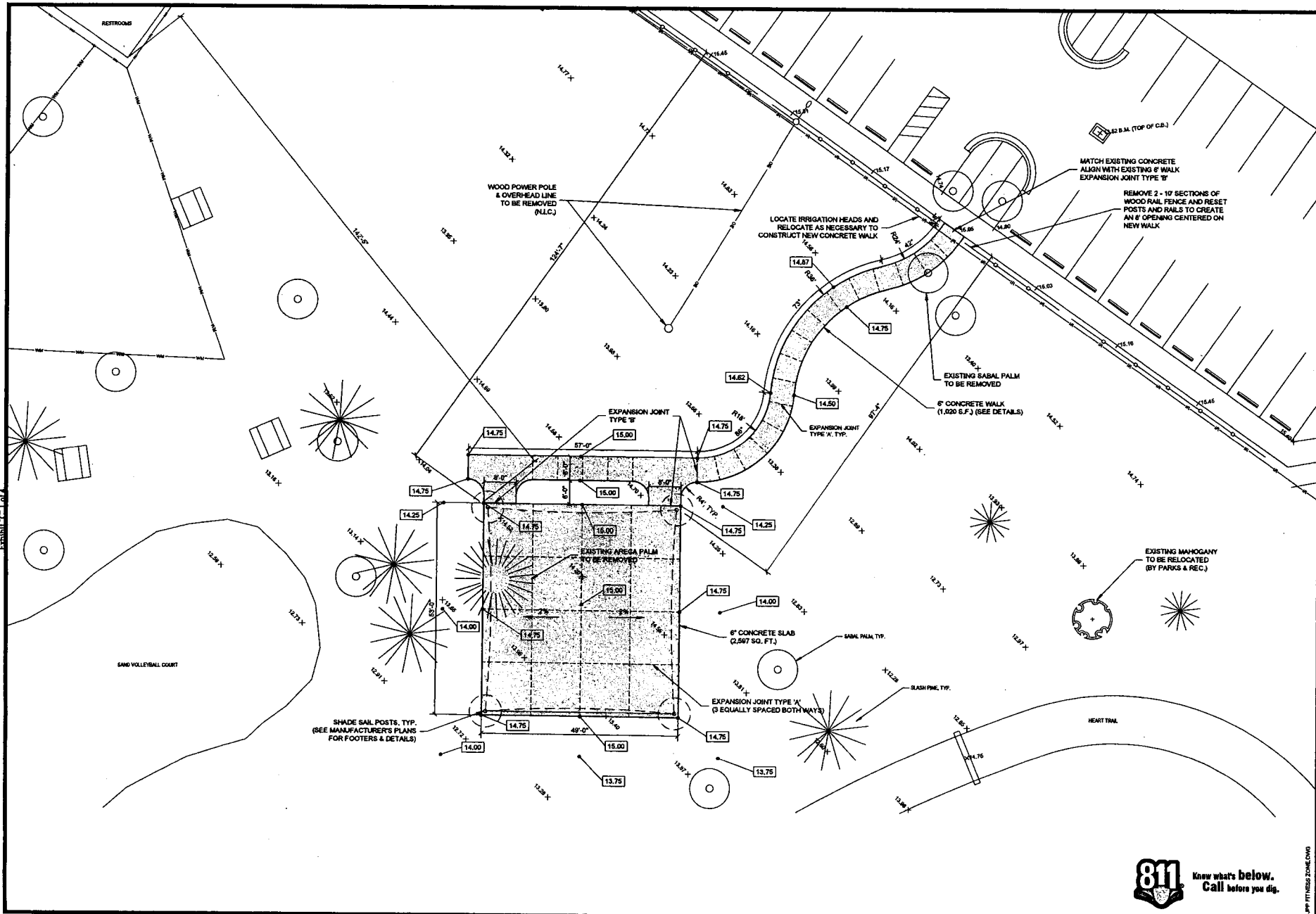
**FLAMMABILITY:** CoolNet™ Shade Fabric is treated with fire retardants, and passes the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol. Written evidence of compliance with this standard, including the accelerated water leaching protocol, must be furnished with bid proposal.

*PLEASE NOTE: Because of our commitment to continuous product development and improvement, Shade Systems reserves the right to change specifications at any time without notice.*





**Exhibit "C"**  
**Site Plan**



JOHN PRINCE MEMORIAL PARK  
FITNESS ZONE

SITE PLAN

REVISIONS

NORTH

0' 10' 20'

SHEET NO.

1 of 4

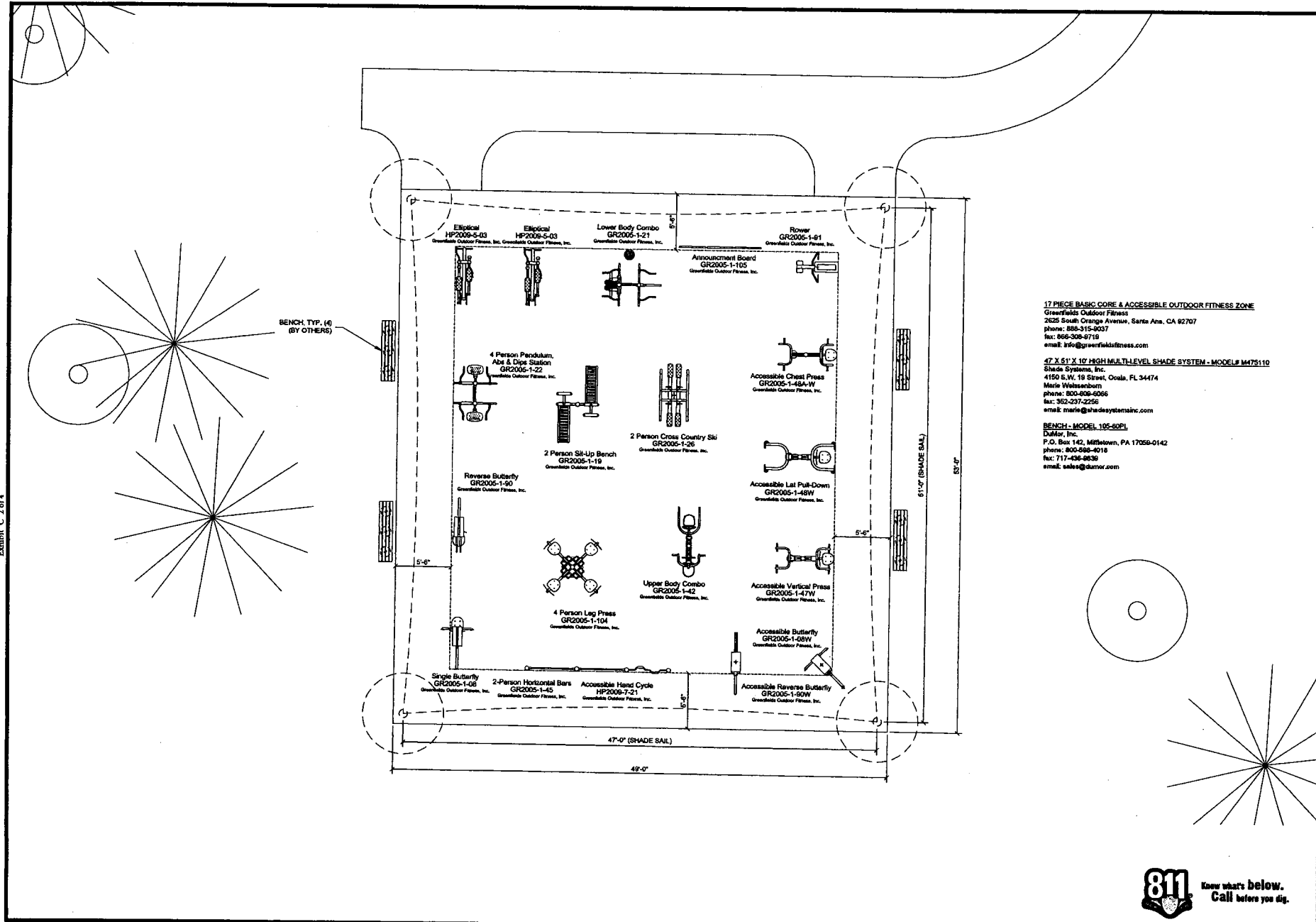
Exhibit C  
Page 1 of 4

PALM BEACH COUNTY  
PARKS & RECREATION DEPARTMENT

DESIGNED BY: T. GRANOWITZ  
DRAWN BY: N. OUELLETTE  
DATE: 7/17/2014  
PRINTED: 7/23/2014

APPROVED BY:  
T. GRANOWITZ





JOHN PRINCE MEMORIAL PARK  
FITNESS ZONE  
EQUIPMENT LAYOUT

REVISIONS

NORTH

SHEET NO.  
2 OF 4

Exhibit C  
Page 2 of 4

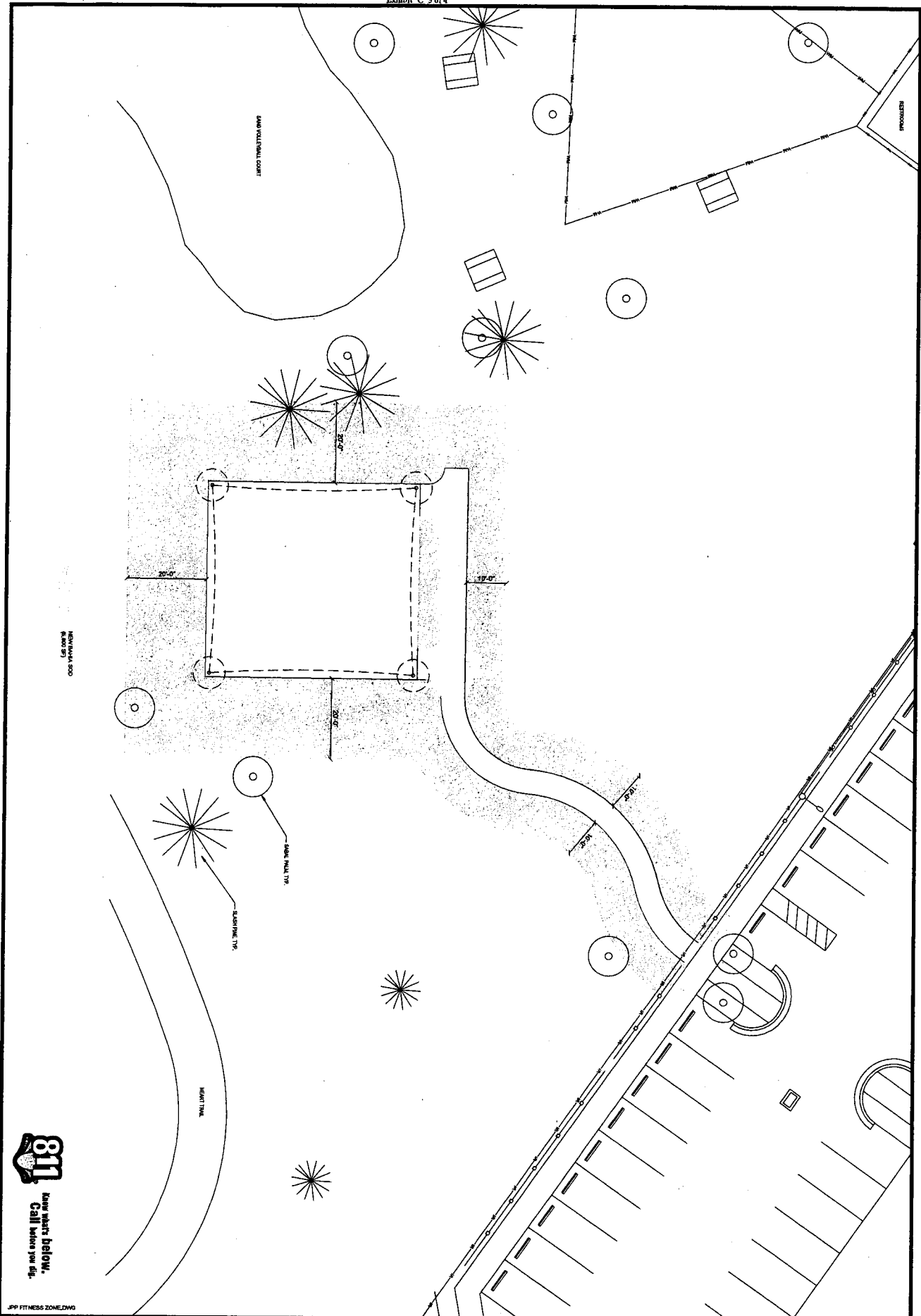
PALM BEACH COUNTY  
PARKS & RECREATION DEPARTMENT

DESIGNED BY: T. GRANOWITZ  
DRAWN BY: N. OUELLETTE  
DATE: 7/7/2014  
PRINTED: 7/23/2014

APPROVED BY:  
T. GRANOWITZ



JP FITNESS ZONE.DWG



811 Know what's below. Call before you dig.	JPP FITNESS ZONE.DWG	REVISIONS	JOHN PRINCE MEMORIAL PARK FITNESS ZONE SOD PLAN	PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT		Exhibit C Page 3 of 4
				DESIGNED BY: T. GRANOWITZ DRAWN BY: N. OUELLETTE DATE: 7/17/2014 PRINTED: 7/23/2014	APPROVED BY: T. GRANOWITZ	

## JOHN PRINCE MEMORIAL PARK FITNESS ZONE

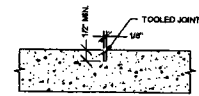
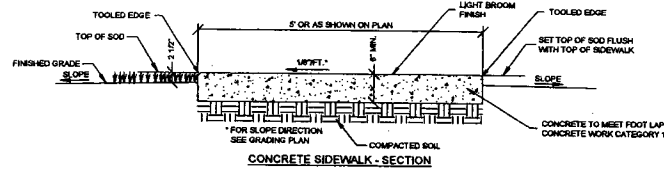
## REVISIONS

SCALE: AS SHOWN

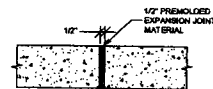
SHEET NO.  
4 OF 4

**PALM BEACH COUNTY  
PARKS & RECREATION DEPARTMENT**

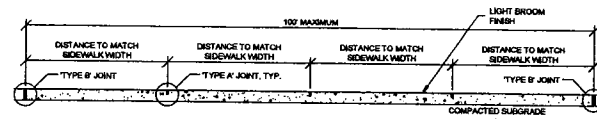
DESIGNED BY: T. GRANOWITZ	APPROVED BY:
DRAWN BY: N. OUELLETTE	
DATE: 7/17/2014	
PRINTED: 7/23/2014	T. GRANOWITZ



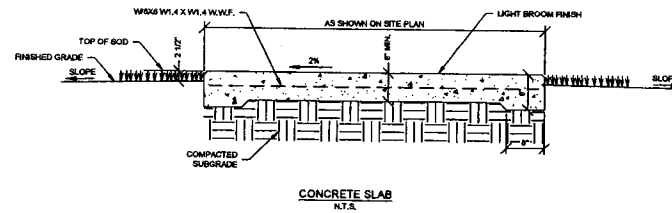
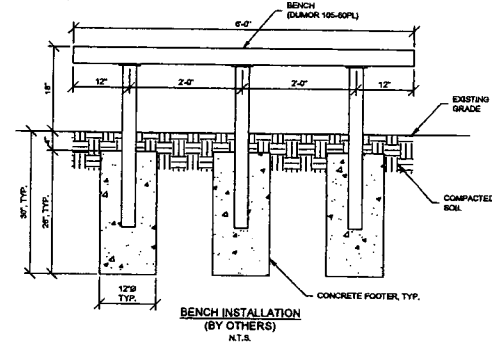
TYPICAL SIDEWALK JOINT TYPE A



**TYPICAL SIDEWALK JOINT TYPE B**



### CONCRETE SIDEWALK - TYPICAL PROFILE



**Exhibit "D"**  
**Equipment Warranty**

# WARRANTY PRODUCT CHART

## WARRANTY

- Limited 10-year warranty on main post and metal structure.
- Limited 5-year warranty on moving parts and bearings.
- Limited 3-year warranty on hydraulic pistons.
- Limited 2-year warranty on seats, footrests, and rubber parts.

All warranties cover failure due to natural deterioration or manufacturing defects and do not include any cosmetic issues or wear and tear from normal use. This warranty does not cover cosmetic items such as scratches, dents, marring, fading, discoloring, weathering, powder coating, wear and tear, or normal level of rusting.

Warranty is valid only if the equipment is installed and maintained in conformity with Greenfields' installation and maintenance procedures furnished by Greenfields Outdoor Fitness.

## CUSTOMER SUPPORT

Upon written notification (email or fax) to Greenfields of a product's failure to conform to any of the aforementioned warranties during the applicable warranty period, Greenfields shall correct such failure/nonconformity by repairing the defective part(s) or providing replacement part(s) within 60 calendar days of receipt of the notification. Greenfields shall ship the required replacement part(s) to the site free of charge, but will not be responsible for providing labor or the cost of labor for removing defective part(s) or installing replacement part(s). Greenfields will warranty the replacement part(s) for the remainder of the original warranty period.

Furthermore, no representation, oral or written, of any individual may be substituted for this exclusive limited warranty. To the extent permitted by law, Greenfields shall not be liable for any direct, indirect, special incidental or consequential damages, which are expressly excluded from the sale of its product.

To make claims under the terms of this warranty, please contact Greenfields' Customer Support Center at CSC@GreenfieldsFitness.com. Please include photos or video.

## OTHER PRODUCT INFORMATION

Greenfields will not be responsible for any damage to or loss of equipment caused by misuse, abuse, or neglect.

Greenfields Fitness is not responsible for any damage to or loss of equipment caused by misuse, abuse, or neglect.

## INSTALLATION

Greenfields' equipment is constructed from heavy steel pipes and is subject to heavy forces and torques when in use. Extra care must be taken to ensure that the equipment is securely installed so that it can be safely enjoyed for years to come. There are two methods of installation for the equipment:

- Permanent in-ground installation in which the equipment post extensions are placed in concrete footings.
- Surface mount installation with posts bolted to the concrete slab a minimum of 5" thick.

Installers and project managers are encouraged to contact Greenfields' Customer Support team with any questions before or after installation.

Greenfields Pre-Installation Guide is provided to the installation team prior to product arrival. Should your project installer need a copy, please contact Greenfields' Customer Support Center at 888-315-9037 or by email at CSC@GreenfieldsFitness.com.

## SAFETY STANDARDS

This adult outdoor fitness equipment is not intended for use by individuals younger than 14 years of age. At this time, adult outdoor fitness equipment is not covered by ASTM F 1487, and at the time of publication, there were no current standards for adult outdoor fitness equipment.

Greenfields makes every effort to provide safe and durable products and will constantly seek ways to improve its products.































## FALL SURFACING

Impact attenuating fall surfacing is not required for adult outdoor fitness equipment, but for ADA/ABA compliance the route of travel must be a firm and stable surface. Grass is not considered an accessible surface. Recommended surfacing materials are Decomposed Granite (aka DG or Crushed Granite), concrete, bonded rubber or poured-in-place surfacing. Please be advised that the use of Decomposed Granite is known to increase the normal wear and tear of all footrests.

## MAINTENANCE & EQUIPMENT UPKEEP

Greenfields Outdoor Fitness equipment should be inspected regularly for wear and tear, and any necessary repairs should be made immediately.

Greenfields Outdoor Fitness is not responsible for any damage to or loss of equipment caused by misuse, abuse, or neglect.

<p>GR2004-1-33 MULTI-LEVEL BARS</p>  <p>Users: 5 Exercises: 4 Page: 52</p>	<p>GR2005-1-04 TAI-CHI SPINNERS</p>  <p>Users: 2 Exercises: 1 Page: 55</p>	<p>GR2005-1-08 SINGLE BUTTERFLY</p>  <p>Users: 1 Exercises: 1 Page: 36</p>	<p>GR2005-1-09 CROSS-COUNTY SKI</p>  <p>Users: 1 Exercises: 1 Page: 51</p>	<p>GR2005-1-12 WEIGHT LIFT</p>  <p>Users: 1 Exercises: 1 Page: 40</p>	<p>GR2005-1-14 2-PERSON DIPS STATION</p>  <p>Users: 2 Exercises: 1 Page: 57</p>
<p>GR2005-1-19 2-PERSON INCLINE SIT-UP BENCHES</p>  <p>Users: 2 Exercises: 4 Page: 46</p>	<p>GR2005-1-21 4-PERSON LOWER BODY COMBO</p>  <p>Users: 4 Exercises: 5 Page: 41</p>	<p>GR2005-1-22 PENDULUM</p>  <p>Users: 4 Exercises: 4 Page: 44</p>	<p>GR2005-1-23 2-PERSON AIR WALKER</p>  <p>Users: 2 Exercises: 1 Page: 50</p>	<p>GR2005-1-26 2-PERSON SKI</p>  <p>Users: 2 Exercises: 1 Page: 47</p>	<p>GR2005-1-28 SEATED CORE STRENGTHENING</p>  <p>Users: 1 Exercises: 1 Page: 55</p>
<p>GR2005-1-42 2-PERSON BACK &amp; ARMS COMBO</p>  <p>Users: 2 Exercises: 3 Page: 27</p>	<p>GR2005-1-43 PARALLEL BARS</p>  <p>Users: 2 Exercises: 2 Page: 53</p>	<p>GR2005-1-45 HORIZONTAL BARS</p>  <p>Users: 2 Exercises: 2 Page: 52</p>	<p>GR2005-1-46 4-PERSON TWISTING STATION</p>  <p>Users: 4 Exercises: 2 Page: 45</p>	<p>GR2005-1-47 2-PERSON VERTICAL PRESS</p>  <p>Users: 2 Exercises: 2 Page: 29</p>	<p>GR2005-1-48 2-PERSON LAT PULL</p>  <p>Users: 2 Exercises: 2 Page: 28</p>
<p>GR2005-1-48A 2-PERSON CHEST PRESS</p>  <p>Users: 2 Exercises: 2 Page: 26</p>	<p>GR2005-1-48C COMBO LAT PULL &amp; VERTICAL PRESS</p>  <p>Users: 2 Exercises: 2 Page: 34</p>	<p>GR2005-1-48E COMBO BUTTERFLY &amp; REVERSE FLY</p>  <p>Users: 2 Exercises: 2 Page: 36</p>	<p>GR2005-1-49 RECUMBENT STATIONARY BIKE</p>  <p>Users: 1 Exercises: 1 Page: 50</p>	<p>GR2005-1-71 3-PERSON STATIC COMBO</p>  <p>Users: 3 Exercises: 4 Page: 35</p>	<p>GR2005-1-89 UPRIGHT STATIONARY BIKE</p>  <p>Users: 1 Exercises: 1 Page: 50</p>
<p>GR2005-1-90 SINGLE REVERSE BUTTERFLY</p>  <p>Users: 1 Exercises: 1 Page: 36</p>	<p>GR2005-1-91 ROWING MACHINE</p>  <p>Users: 1 Exercises: 1 Page: 39</p>	<p>GR2005-1-92 STAIR CLIMBER</p>  <p>Users: 1 Exercises: 1 Page: 49</p>	<p>GR2005-1-98 LEG EXTENSION</p>  <p>Users: 1 Exercises: 1 Page: 43</p>	<p>GR2005-1-100-D 2-PERSON LEG CURL</p>  <p>Users: 2 Exercises: 1 Page: 43</p>	<p>GR2005-1-100-S SINGLE LEG CURL</p>  <p>Users: 1 Exercises: 1 Page: 43</p>





**LIMITED WARRANTY**

Effective 12/1/10

Shade Systems, Inc. warrants that the equipment sold will conform in kind and quality to the specifications listed in the Order Acknowledgment and will be free of defects in workmanship or materials. Shade Systems further warrants:

- **LIMITED 20 YEAR WARRANTY** on all upright posts and support structure frames against failure due to rust-through corrosion. This warranty excludes any cosmetic issues.
- **LIMITED 10 YEAR WARRANTY** on all CoolNet™ fabrics, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, mold, and mildew, as well as on Turn-N-Slide™ fastening device. This warranty excludes fading or failure of fabric due to chemical erosion or flying or falling objects.
- **LIMITED 3 YEAR WARRANTY** on all WeatherNet™ fabrics and threads against degradation, cracking or material breakdown resulting from ultra-violet exposure, mold, and mildew. This warranty excludes fading or failure of fabric due to chemical erosion or flying or falling objects.
- **LIMITED 1 YEAR WARRANTY** for structural failure of moving parts, powder-coated finish, or any other product or part not covered by one of the above warranties.

All above warranties commence on the date of the Seller's invoice.

Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such non-conformity at the sole option of the Seller either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, transportation or its associated costs to return to Seller's factory parts to be replaced or repaired, or the installation of any replacement part or parts. Replacement parts will be warranted for remainder of original warranty.

This Warranty is exclusive and in lieu of all other warranties, whether express or implied, including but not limited to any warranty of merchantability or of fitness for a particular purpose. The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting the agreement.

The warranty stated above is valid only if the structures are erected in conformity with the layout plan and/or installation instructions furnished by the Seller; have been maintained and inspected in accordance with the Seller's instructions and other normal and prudent practices; have been subjected to normal use for the purpose for which the goods were designed; have not been subjected to misuse, negligence, vandalism, or accident; have not been subjected to additional or substitution of parts; and have not been modified, altered, or repaired by persons other than the Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of structures.

To make a claim, send your written statement of claim, along with the original invoice number to:  
Shade Systems, Inc. • 4150 S.W. 19 Street • Ocala, FL 34474

**Exhibit "E"**  
**Final Acceptance and Assignment of Warranty**

Exhibit "E"  
Final Acceptance and Assignment of Warranty

Date

Palm Beach County  
Parks and Recreation Department  
2700 6<sup>th</sup> Avenue South  
Lake Worth, FL 33461  
Attn: Director

**RE: FINAL ACCEPTANCE and ASSIGNMENT OF WARRANTY**

Dear Friends:

This Assignment of Warranty ("Acceptance **Agreement**") is made with reference to that certain Warranty Certificate ("**Warranty**") (attached hereto as Exhibit A) issued by Greenfields Outdoor Fitness, Inc. and Shade Systems, Inc. ("**Sellers**") for equipment purchased by The Trust for Public Land ("**TPL**") in connection with TPL's Fitness Zones project (the "**Equipment**").

In connection with Palm Beach County Parks and Recreation Department's (the "**County**") acceptance of the Equipment (the "**Final Acceptance**") installed at 2700 6<sup>th</sup> Avenue South, Lake Worth, Florida 33461, owned/managed by the County, TPL, as purchaser of the equipment is hereby assigning the Warranties to the County.

The County hereby accepts this Assignment and agrees to assume responsibility for the maintenance and operation of the Equipment pursuant to the terms of the Right of Entry Permit, License, and Development Agreement for Fitness Zone Equipment Installation at John Prince Memorial Park in Lake Worth, Florida.

County has delivered to TPL a fully executed Right of Entry Permit, License, and Development Agreement for Fitness Zone Equipment Installation. Such delivery, along with County's signature below, shall constitute County's Final Acceptance of the Equipment and County's agreement to abide by the terms of the Warranty.

ASSIGNOR:  
The Trust for Public Land, a  
California nonprofit corporation

\_\_\_\_\_  
Name:  
Title: Counsel

AGREED TO AND ACCEPTED BY:  
Palm Beach County, Florida

\_\_\_\_\_  
By: Eric Call  
Title: Director Palm Beach County  
Parks and Recreation Department

ATTEST:

By: \_\_\_\_\_

Reviewed and approved for execution

By: \_\_\_\_\_  
Anne Helfant, Assistant County Attorney

**EXHIBIT "F"**  
**Quantum Foundation Grant ID: 10206819**



August 22, 2014

Brenda McClymonds  
The Trust for Public Land  
7900 Red Road, Suite 26  
Miami, FL 33143

Executive Committee  
William A. Meyer  
Chair

Denis P. Coleman, Jr.  
Vice Chair  
Finance & Investment Chair

Jeannette M. Corbett  
President Emeritus  
Grants Committee Chair

Stephen C. Moore  
Immediate Past Chair

Donna A. Mulholland  
Member At Large

Trustees  
Kerry A. Diaz, Esq.  
Michael J. Dixon, CPA/PFS  
James P. Kintz  
Anthony J. McNicholas III, Esq.  
Gerald J. O'Connor, MD  
Richard M. Sussman  
Ethel Isaacs Williams

President  
Eric M. Kelly

QUANTUM FOUNDATION  
2701 N Australian Avenue  
Suite 200  
West Palm Beach, FL 33407  
Phone: 561-832-7497  
Fax: 561-832-5794  
[www.quantumfnd.org](http://www.quantumfnd.org)

Re: Grant Award Letter for Fitness Zones Palm Beach County  
ID: 10206819

Dear Ms. McClymonds:

I am very pleased to notify you that the Quantum Foundation (the "Foundation") has approved a one-time grant of \$135,000.00 to The Trust for Public Land ("Grantee") for the Fitness Zones Palm Beach County (the "Project") 10206819. This grant is for the period of 05/01/2014 to 04/30/2016 (the "Grant Period"). The Grant Period may be extended in the sole discretion of the Foundation.

The purpose of this agreement is to create the basis for a strong working relationship between you and the Foundation. It sets out our expectations and requires us to communicate to make the Project and our relationship stronger. If you do not understand any portion of this Agreement, please ask for clarification.

Payment of Grant Funds will be made in accordance with Section 11 following execution of this grant agreement (the "Agreement"). The distribution of the remaining Grant Funds under this award depends on among other things the achievement of mutually agreed-upon Project goals, objectives and outcomes as described in the Project Proposal (as defined below), and the fulfillment of other requirements such as Grantees compliance with this Agreement, as determined by the Foundation, in its sole discretion.

Please review this Agreement carefully. If you agree with the terms and conditions of this Agreement, please sign it below where indicated and return one original copy to us at the address set forth on **Exhibit A** (which exhibit may be updated or amended from time to time) no later than 10/11/2013. We look forward to working with you on your Project and hope to have a continuing and mutually beneficial relationship with you.

1. **General Terms and Conditions of Grant.** In connection with the grant, Grantee represents, warrants and covenants (promises) to the Foundation, as follows, which representations, warranties and covenants shall survive during the Grant Period or longer as specifically set forth herein.
2. **Use of Grant Funds.** The grant, and all income earned thereon (collectively the "Grant Funds") shall only be used for the Project, substantially in accordance Grantee's proposal for funding including, without limitation, the evaluation model, budget and budget narrative (the "**Proposal**"). Using Grant Funds for any purpose other than the Project is a breach of this Agreement. No substantial variances in the Project Proposal including, without limitation, the purpose or timing of expenditures under the Project Proposal, may be made without the Foundation's prior written approval. In other words, if there is a change in the project or how you want to spend the grant dollars, you must contact the foundation for approval first.
3. **Third Party Beneficiary.** Grantee hereby acknowledges, represents and warrants that Foundation is an intended third party beneficiary of Section 11(c) of the Right of Entry Permit, License and Development Agreement for Fitness Zone Equipment Installation Agreement between The Trust for Public Land, a California non-profit corporation and Palm Beach County, a political subdivision of the State of Florida, dated [INSERT DATE] (the "Entry Agreement") a copy of which is attached here to as **Exhibit B** and is entitled to enforce its rights under the Entry Agreement as if it were a party thereto.
4. **Grantee's Obligations.** In addition the other obligations set forth in this Agreement, Grantee shall:
  - a. Directly administer and manage the Project in accordance with the Project Proposal;
  - b. Provide the Foundation with periodic outcome measures ("Progress Reports") in accordance with the Evaluation Logic Model for Outcome Measures, as such may be updated or amended from time to time;
  - c. Promote the grant in accordance with Section 12;
  - d. Account for all Grant Funds separately from its other funds in its books and records;
  - e. Maintain its books and records in accordance with generally accepted accounting practices, and maintain all documents supporting the disbursement and expenditures of Grant Funds, such as bills, invoices, receipts and canceled checks;
  - f. Invest the Grant Funds in highly liquid investments (such as interest-bearing bank accounts) with the primary objective of preservation of principal so that the Grant funds and any income earned thereon are available for the Project;

- g. Not commit to or insure expenses subsequent to the termination or expiration of the Grant Period or this Agreement.
- h. Notify the Foundation immediately of:
  - i. any Event of Default (as defined below);
  - ii. any change in the Grantee's legal or tax-exempt status;
  - iii. any change in the Project, (i.e., grant purpose, staff, funding from other sources, and so on); or
  - iv. Grantee's inability to achieve the Project goals, objectives and outcomes as described in the Project Proposal, or to expend the Grant Funds for the Project during the Grant Period.

**5. Restrictions on Use of Grant Funds.** Grantee shall not use the Grant Funds to:

- a. Attempt to influence legislation or the outcome of any specific public election;
- b. Carry on, directly or indirectly any voter registration drive;
- c. Make grants to individuals or to other organizations except as described in the Project Proposal;
- d. Undertake any activities for a non-charitable purpose;
- e. Undertake any activities for a purpose other than for the Project; or
- f. Reimburse any expenses incurred prior to the start date of the Grant Period.

**6. Other Restrictions.** The USA Patriot Act of 2001 and other federal laws and regulations and executive orders administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. Grantee represents and warrants that, at the time of execution of this Agreement and during the Grant Period, none of the following is a country, territory, individual or entity named on the OFAC lists of Sanctioned Countries or Specially Designated Nationals: Grantee; any person or entity controlling or controlled by Grantee; any person or entity having a beneficial interest in Grantee; or any person or entity for whom Grantee is acting as agent or nominee in connection with the Project. Grantee understands and agrees that any violation of this Section 6 will be grounds for immediate termination of the grant and this Agreement.

**7. Grantee Organization Legal and Tax Status.** Grantee represents and warrants to the Foundation that:

- a. Grantee is a not for profit corporation, validly existing and in good standing under the laws of the State of Florida, with full power and authority to execute, deliver and perform its obligations under this Agreement;
- b. This Agreement has been duly authorized, executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable against it in accordance with its terms. No authorization, approval or order of any court or public



board or body is required to be obtained by Grantee in connection with the execution and delivery of this Agreement;

- c. The execution and delivery by the Grantee of this Agreement and the performance by the Grantee of its obligations hereunder do not conflict with or violate: (i) any provision of the Grantee's Articles of Incorporation or By-laws; (ii) any agreement or instrument to which the Grantee is a party or by which any of its properties are bound; (iii) any judgment, order, writ, injunction or decree binding on the Grantee; or (iv) any law, rule, regulation or ordinance applicable to the Grantee;
  - d. The facts supporting Grantee's tax-exempt and public charity status under Sections 501(c)(3) and 509(a) of the Internal Revenue Code have not changed since the issuance of the IRS determination letter which was provided to the Foundation, and the Grantee is not aware of any proposed changes in its tax-exempt status under Code Sections 501(c)(3) or 509(a) or relevant state law. The Grantee is not aware of any actual or potential imposition of excise taxes under Chapter 42 of the Code (including, but not limited to Code Section 4958, dealing with "intermediate sanctions").
8. **Books and Records.** As set forth in Section 4.e, Grantee shall keep and maintain its books and records. These books and records shall be retained in Grantee's files for at least four (4) years after expiration of the Grant Period, the termination or expiration of this Agreement, or as long as necessary to complete an audit commenced before the expiration of the four year period set forth above. During normal business hours and upon reasonable notice, Grantee shall make its books and records available to the Foundation and/or its designees for inspection and audit. The Foundation reserves the right to request Grantee's most recent Financial and Compliance Audit, complete with Management Letter and/or a Form 990 (if applicable), within one hundred twenty (120) days after Grantee's fiscal year-end and for each of the Grantee's fiscal years occurring during the Grant Period.
9. **Term and Termination.** This Agreement shall remain in effect for the Grant Period unless otherwise terminated in accordance with this Section 9. This Agreement may be terminated, or the distribution of Grant Funds may be suspended or withdrawn, by the Foundation, in the Foundation's sole discretion upon any of the following (each an "Event of Default"):
- a. Grantee breaches this Agreement or any of its terms or conditions;
  - b. Grantee cannot conduct its activities generally including, without limitation, Grantee becoming insolvent, ceasing or being unable to pay its debts as they come due, or filing a voluntary petition for bankruptcy;
  - c. Grantee fails to achieve periodic outcome measures as set forth in Section 4.b above;
  - d. The Foundation is not reasonably satisfied with the Project's progress; or
  - e. Grantee experiences a leadership or other change that may threaten the Project.
10. **Effects of Termination.** Upon the termination or expiration (the "Termination") of this Agreement Grantee shall:

- a. Immediately cease using Grant Funds for any purpose, and make no further expenditures or commitments of Grant Funds;
- b. Return all uncommitted, unused and/or unexpended Grant Funds to the Foundation within 30 days after the Termination date; and
- c. Provide the Foundation with a written report detailing the use of all Grant Funds.

**11. Payments and Reports.**

- a. Grantee shall receive an initial Grant Fund distribution at the beginning, of the Grant Period. All subsequent distributions shall be made if, in the Foundations sole discretion, Grantee has reached the applicable milestones set forth in the Project Proposal, and there has been no Event of Default (see Section 9).
- b. A schedule of Progress Reports and estimated distributions has been established for the grant. To view this schedule or to access the grant account at any time during the Grant Period, go to the Account Access page at [www.quantumfnd.org](http://www.quantumfnd.org).
- c. Grantee shall submit all Progress Reports on line at [www.quantumfnd.org](http://www.quantumfnd.org). Each Progress Report must contain:
- d. A narrative detailing Grantee's progress toward achieving the grant purpose in accordance with the Project Proposal, and problems or obstacles encountered in achieving the grant purpose(s); and
- e. A financial report detailing all expenditures as of the date of the report compared to the approved budget line item.
- f. Email notifications regarding the Progress Report schedule, including due date reminders, shall be sent to Grantee's primary contact as set forth in the Project Proposal. Grantee is responsible for submitting the reports on time, even if no notification is received.

**12. Publicity.** When promoting the grant, Grantee shall submit materials to Quantum Foundation Vice President of Communications for approval and:

- a. State that Project funding was made available from the Quantum Foundation;
- b. Promote the Project with news releases to the local media. If local media is being invited to cover the Project or event, please invite Foundation staff by sending all pertinent information to the Foundation. Foundation contact information is set forth on Exhibit A. All media releases should include the Quantum Foundation logo available at <http://www.quantumfnd.org/logos> and a description of the Foundation available on [www.quantumfnd.org](http://www.quantumfnd.org).
- c. Grantees are encouraged to tag the Foundation in all social media posts using social media tools such as Facebook, YouTube and Twitter. The Foundation can also be found on these social media sites under the name "Quantum Foundation." The Quantum

Foundation twitter account is @quantum, its Facebook is page is <https://www.facebook.com/QuantumFoundation>.

- d. If Grantee has an active grant in good standing with the Foundation, the Foundation's logo can be used on all Project collateral materials including websites, email blasts, brochures and posters. The Foundation logo can be downloaded from the following link <http://www.quantumfnd.org/logos>.
- e. Additional guidance on all press, media or promotional events is provided to Grantees through the Foundation's Vice President of Communications. Please see Exhibit A for contact information.

**13. Copyright and Foundation Use of Data.** If any publications, manuals, films or other copyrightable materials including, without limitation, any and all data collected in connection with the grant in any and all forms or media in which said data are fixed (the "Material") are produced, the Grantee shall notify the Foundation. Any and all copyrights accruing under, or in connection with, the Project shall be owned by Grantee. Grantee hereby grants to the Foundation a non-exclusive, world-wide, perpetual, royalty fee license to reproduce, publish, copy, alter, perform or display or otherwise use and license others, the Material. The Grantee, in addition to its obligations under Section 15, shall indemnify and save harmless the Foundation, its directors, officers, employees, agents, and representatives from liability of any nature or kind, including costs and expenses, for or on account the Material.

**14. Insurance.**

- a. It is important that the Grantee be properly insured for the conduct of the Project, as well as its other activities. Accordingly, the Grantee agrees to maintain in full force and effect during the Grant Period at its sole expense commercial general liability insurance (including broad form contractual liability, bodily injury, and property damage; written on an occurrence basis) with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in annual aggregate. The policy must be in the broadest form available on customary commercial terms and shall be written by insurers of recognized financial standing. The Foundation shall be named an additional insured on the policy, with the understanding that any obligations imposed upon the Grantee (including, without limitation, the liability to pay premiums) shall be the sole obligations of the Grantee and not those of the Foundation. The insurance policies shall be primary insurance ahead of any insurance carried by the Foundation and shall provide for notification to the Foundation thirty (30) days prior to termination, material change or restrictive amendments.
- b. These coverages and limits are to be considered minimum requirements under this Agreement and in no way limit the liability of the Grantee. The Grantee shall provide a certificate of insurance to the Foundation evidencing this coverage prior to performance of the Agreement and annually thereafter, at policy renewal dates throughout the term of the Agreement.

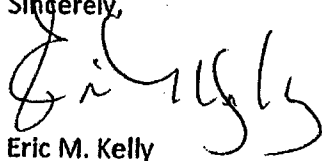
**15. Indemnification.** Grantee understands and agrees that it alone is responsible for its and its employees, agents and representatives. Grantee shall indemnify and agrees to hold the Foundation, its directors, officers, employees, agents, and representatives harmless from and

against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements or expenses (including, without limitation, attorneys' and expert s' fees, expenses and disbursements) whether incurred in a third party action, in an action to enforce this Agreement or otherwise, for death of or injury to any person or loss of or damage to any property of any kind or nature and any other damage whatsoever arising out of or resulting directly or indirectly from the actions of Grantee or the failure to act by Grantee in connection with the fulfillment of its obligations under this Agreement, except to the extent same is caused by the gross negligence or willful misconduct of the person seeking to be indemnified hereunder. In addition, Grantee will pay and discharge all awards, judgments and expenses that may result from a final judgment in an indemnified suit or action.

16. **Miscellaneous.** The grant is for the Grantee only and may not be given to another organization except as written in Grant Proposal. Grantee's rights and obligations under this Agreement are specific to the Grantee, which may not assign its rights or obligations hereunder, by operation of law, merger or sale of Grantee or all or substantially all of Grantee's assets, to any person or entity without the prior written consent of the Foundation. No course of dealing between Grantee and the Foundation, or any delay or failure on the part of the Foundation in exercising any rights under this Agreement, shall operate as a waiver of any rights of the Foundation, except to the extent expressly waived in writing by the Foundation. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without regard to its conflict of laws principles. Venue for any disputes arising hereunder shall be in the courts located in Palm Beach County.
17. **Survival.** Sections 8, 10, 13, 14, 15 and 17 shall survive the termination or expiration of this Agreement.
18. **Entire Agreement, Severability and Amendment.** This Agreement is the entire agreement between the Foundation and Grantee regarding the subject matter hereof, and supersedes any prior oral or written agreements or communications. The provisions of this Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. Unless provided otherwise, this Agreement may be amended only by a mutual written agreement of the parties. Exhibit A, may be amended or modified upon notice to Grantee without written agreement of the parties.

On behalf of the board of trustees of the Quantum Foundation I thank you for your commitment to serving our community.

Sincerely,



Eric M. Kelly  
President  
Quantum Foundation

By signing below, Grantee accepts and agrees to comply with all terms and conditions stated in this Agreement, and the accompanying attachments exhibits and or schedules.

Organization: \_\_\_\_\_

Chief Executive of Organization (required signature)

By:  \_\_\_\_\_

Print Name: Raymond R Christman

Its: Chief Executive Officer

Date: 9/4/14

Exhibit A  
Foundation Contact Information

<i>Purpose</i>	<i>Contact Information</i>
Return signed Agreement to:	Quantum Foundation 2701 N. Australian Ave. West Palm Beach, FL 33407 ATTN: Nate Cousineau
Questions regarding this Agreement:	Randy Scheid Senior Programs Officer Telephone: 561-832-7497 Email: <a href="mailto:Randy@quantumfnd.org">Randy@quantumfnd.org</a>
News and Press Events:	Kerry Jamleson Director of Communication Telephone: (561)832-7497 ext. 1118 or <a href="mailto:kerryjamleson@quantumfnd.org">kerryjamleson@quantumfnd.org</a>

Grantees

- Account Access
- 2013 Grant Deadlines
- Application Process
- Grantee Report Forms
- Grantmaking FAQs
- Grantee Experience
- Our Community Room

Review Your Proposal

\* Indicates required field

Please review your proposal information. If you are not ready to submit your proposal at this time, click the "Save Only" button. The proposal will then be available to edit from the Welcome page. Clicking the Submit button will immediately send the application to Quantum Foundation and you will then be unable to perform further editing.

If you would like to print your proposal click the "Print" button below.

Contact Information

- \* Contact Type CFO/Finance Director
- \* First Name Phil
- \* Last Name Lewis
- \* Address 600 West Peachtree St. NW, Suite 1840
- \* City Atlanta
- \* State Georgia
- \* Zip 30308
- \* Telephone 404-873-7306
- \* E-mail Address Phil.Lewis@tpl.org

Contact Information

- \* Contact Type Primary Contact
- \* First Name Brenda
- \* Last Name McClymonds
- \* Address 7900 Red Road, Suite 26
- \* City Miami
- \* State Florida
- \* Zip 33143
- \* Telephone 305-857-0409
- \* E-mail Address Brenda.McClymonds@tpl.org

Organization Information

- Official Name TRUST FOR PUBLIC LAND
- \* Address 7900 Red Road, Suite 26
- Address 2
- \* City Miami
- \* State Florida

\* Zip 33143

\* Telephone 305-667-0409

Fax 305-667-0427

\* CEO/Executive Director William B. Rogers

\* CEO/Executive Director Email Will.Rogers@tpl.org  
Address

Website Address www.tpl.org

\* Agency Purpose and Mission The Trust for Public Land conserves land for people to enjoy as parks, gardens, greenways and other natural places, ensuring livable communities for generations to come.

We are the only national land conservation organization focused on reinvigorating cities. We aim to put a public park or playground within easy walking distance of every family, particularly in metropolitan areas, where 85 percent of Americans live. Since 1972, we have worked with community groups, landowners, and government agencies to preserve more than three million acres and generate more than \$34 billion in public funds for parks and conservation. Nearly 10 million people now live within a 10-minute walk of a Trust for Public Land park, playground, garden or natural area, and millions more visit these sites every year.

\* Tax ID or EIN Number 23-7222333

\* Date of Incorporation 1972

\* Board of Directors Stephen Beird

Brian M. Beltner

George Bell

Page Knudsen Cowles

William J. Cronon

Douglas Durst

F. Whitney Hatch

Caroline Niemczyk

Michael E. Patterson

Tom Reeve

Roy Richards, Jr.

William B. Rogers

Sheryl Tishmen

F. Jerome Tone

Susan D. Whiting

Alexis Sant

- Org chart 7/11.pdf (163.01 K)  
uploaded by Brenda McClymonds on 08/22/2013

\* Organizational Chart

## Organization Financial Information

\* Agency Total Operating Budget \$78,084,000.00  
Current Fiscal Year

\* Fiscal Year Beginning Date 04/01/2013

- TPL FY14 Budget.pdf (7.5 K)  
uploaded by Brenda



McClymonds on 08/22/2013

\* Operating Budget Current Fiscal Year

- TPL 2013 Audit.pdf (118 KB), uploaded by Brenda McClymonds on 08/22/2013

\* Year-End Financial Statement

- TPL 2013 Audit.pdf (118 KB), uploaded by Brenda McClymonds on 08/22/2013

Audit

- finance\_fy2012\_990-1.pdf (550.84 KB), uploaded by Brenda McClymonds on 08/22/2013

\* IRS Form 990

Request Information

\* Project Title Fitness Zones Palm Beach County

\* Total Project Budget \$641,513.00

\* Amount of Request \$135,000.00

\* Duration of Request (months) 24

\* Geographic Area Served All of Palm Beach County

\* Overview Too many Palm Beach County residents are inactive and overweight, in part a result of a lack of access to free, safe places for exercise. The Trust for Public Land is bringing outdoor exercise and fitness within reach of everyone by creating Fitness Zones, free outdoor exercise equipment installed in public parks. This project will create free public Fitness Zones at Congress Avenue Community Park, in Boynton Beach, and John Prince Park, in Lake Worth, including special equipment that can be used by individuals with disabilities.

Summary Research indicates that too many Palm Beach County residents are inactive and overweight. According to the Institute for Health Metrics and Evaluation (among others), nearly one-quarter of adults in the county are obese. More than half of all women in the county, and more than 40% of all men, fail to get sufficient physical activity. Almost a third of adults in the county suffer from high blood pressure. These conditions increase the risk of heart disease, diabetes and other health problems. The picture is worse in low-income neighborhoods, where residents have significantly higher rates of obesity and related diseases. Part of the problem is the lack of access to free, safe places for exercise. Private gyms can be prohibitively expensive, and not every neighborhood even has one.

The Trust for Public Land is bringing outdoor exercise and fitness within reach of everyone. Our Fitness Zone program installs outdoor exercise equipment in parks and other public locations in densely populated neighborhoods. Consisting of 9 to 17 pieces of durable, easy-to-use gym equipment, Fitness Zones create a free, accessible and social environment for residents who otherwise would have limited opportunity for exercise. Evaluation research shows that parks with Fitness Zones attract new users and promote more frequent and more vigorous exercise.

Since 2008 we have installed 55 Fitness Zones nationwide, part of an 80-site pilot phase. Last year we opened a Fitness Zone in Lake Worth, our first in Palm Beach County. We now seek matching funds for two more Fitness Zones, at Congress Avenue Community Park in Boynton Beach and John Prince Park in Lake Worth.

Fitness Zones offer free, easily accessible exercise to large numbers of people, creating a community of users in a supportive environment. Appropriate for adults and teenagers of all fitness levels, each Fitness Zone includes instructional decals in English and Spanish, plus information panels about healthy eating. Special equipment for individuals with disabilities will be used at Congress Avenue Park, where a barrier-free Boundless Playground already attracts many visitors of varying abilities and disabilities. In addition to designing and installing the Fitness Zones, we work with public agencies and local community groups, encouraging them to develop programs that enable residents to take advantage of this new health resource.

The Trust for Public Land is the only national land conservation organization focused on reinvigorating cities. We aim to put a public park or playground within easy walking distance of every family, particularly in metropolitan areas, where 85 percent of Americans live. Since 1972, we have worked with community groups, landowners, and government agencies to preserve more than three million acres and generate more than \$34 billion in public funds for parks and conservation. Nearly 10 million people now live within a 10-minute walk of a Trust for Public Land park, playground, garden or natural area, and millions more visit these sites every year.

In South Florida and nationwide, our Fitness Zone program is being conducted in a phased approach, with planning and implementation aligned with the growth of funding and community partnerships. The 55 Fitness Zones created so far were funded by a combination of funding from local government, foundations, corporate sponsors and individual donors. With support from MetLife Foundation and the Health Foundation of South Florida, we have created nine Fitness Zones in Miami-Dade County. Ultimately, we aim to create as many as 25 Fitness Zones across South Florida.

The Trust for Public Land is a national organization with strong state and local relationships and a four-decade track record of attracting financial support from diverse funding partners. Our success in park and conservation projects is based on our ability to cultivate effective alliances with various community groups and interests.

**\* Project Goal** The goal of this project is to increase community access to healthy, outdoor exercise and fitness activity, especially for residents of low-income neighborhoods. The project will serve Palm Beach County adults, seniors and people with disabilities, including many who are currently inactive, overweight and vulnerable to diabetes, high blood pressure, heart disease and other conditions that could be improved with more frequent exercise. The planned Fitness Zones will create free, accessible, enjoyable settings for outdoor exercise, making it possible for residents to engage in exercise they urgently need for improved health and fitness.

- TPL Fitness Zone Evaluation Model.pdf (79.52 K) uploaded by Brenda McClymonds on 01/06/2014
- Evaluation Model Uploaded
- TPL Fitness Zone Budget Final.xls (164.5 K) uploaded by Brenda McClymonds on 01/06/2014
- Budget and Budget Narrative Upload
- TPL Certification.pdf (35 K) uploaded by Brenda McClymonds on 01/06/2014
- Certifications of CEO & CFO Upload

Due Diligence Information

- a. What is the total in-kind contribution to this project?
- b. How will you insure that those in poverty, and not just healthy people that already workout, use the equipment?
- c. Can you make firm connections with local organizations and clinics to funnel individuals to the site?

Due Diligence Responses: Text

- a. The total in-kind contributions to the two Fitness Zones are \$371,513. This includes a donation of \$20,140 by Greenfields Outdoor Fitness to The Trust for Public Land for the project in equipment price reduction and \$351,373 in park improvements specifically related to the Fitness Zones by Palm Beach County and the City of Boynton Beach.
- b. The Trust for Public Land will work with the Palm Beach County Health Department, the Parks Departments of Palm Beach County and Boynton Beach, and staff of the Quantum Foundation to identify clinics and social service agencies in the vicinity of the two parks. We will meet with the clinics and agencies regarding ways to encourage those who are underserved and most in need of exercise to increase wellness to use the parks and the equipment on a regular basis. We will provide flyers and information about the Fitness Zones to local social service agencies in an effort to reach underserved individuals to encourage use of the equipment. We will also provide materials to senior centers in the area and encourage seniors who might not be comfortable in other gym settings to come in groups to the parks. If there are churches in the area with active senior citizen programs, we can provide them with flyers and encourage them to use the exercise equipment as part of their programs. Also, because of the focus on wheelchair accessible pieces of equipment for the two parks, we will contact local Veterans Administration facilities in the area, as well as any other programs for physically challenged individuals, including rehabilitation programs, and encourage use of the Fitness Zones.
- c. Staff of The Trust for Public Land, with assistance from staff of the Palm Beach County and Boynton Beach Parks Departments, plan to meet with representatives of clinics, hospitals and senior centers to promote a program where the clinics and physicians would "prescribe" exercise for those individuals who would benefit from the community experience of outdoor exercise for improvement of cardiovascular health, as well as strength building and balance training. We plan to create a Fitness Journal so that individuals can record their weekly workouts and show their health care provider their exercise activity record.

- Fit Zone Commitment Letter to Quantum Foundation signed (boynton).pdf (77.93 K). uploaded by Nate Cousineau on 09/26/2013
- Fitness Zone location Map (boynton).pdf (173.27 K) uploaded by Nate Cousineau on 09/26/2013
  - City of Boynton Beach TotalProject Scope and Cost Estimate docx (86.66 K) uploaded by Brenda McClymonds on 01/07/2014
  - Fitness Zone Letter Matching Funds December 20 2013 pdf (536.73 K) uploaded by Brenda McClymonds on 01/07/2014

Due Diligence Responses: Upload



Need Support?

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## CONNECT WITH US

2701 N. Australian Ave., Suite 200  
West Palm Beach, FL 33407  
T: 561.832.7497  
F: 561.832.5794  
Email Us

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Quantum Program Evaluation Model

Directions for completing your Evaluation Model: Use this to describe your project and its intended results. Be concise in describing your project's activities and make sure there is a logical relationship between these activities and the project's out comes and impacts.

Project Goals
Goals are the broad and intended results of your project.
Increase community access to free, healthy, outdoor exercise and fitness activity, especially for teens, adults, seniors, and those with disabilities, for improved health.

Activities	Outcomes	Impacts
An activity describes what an organization will do to achieve the outcome, such as provide training or counseling, provide services, coordinate with partners, etc.	An outcome statement also helps answer the question "so what?" - A specific short-term result of the successful completion of an activity.	An impact statement is the longer-term change and benefit and helps answer the question "is anyone better off? Successful achievement of an impact should demonstrate progress being made towards your project's goal.
1. Provide 17 pieces of outdoor gym equipment, including 6 wheelchair accessible pieces, at John Prince and Congress Avenue Parks. Measure (SOPARC) physical activity level of individuals at each park.	1. Increased wellness as documented by increased park use by 8% and physical activity by 10 % from pre-installation baseline to 12 months post installation.	1. Free, available exercise equipment will encourage a healthier lifestyle for teens, seniors and physically challenged.
2. Opening event and community outreach to increase awareness of Fitness Zones and to encourage use.	2. Increase wellness as documented by 8 % increase in park use, with specific focus on seniors and physically challenged	2. Introducing new users of the parks, especially seniors and wheelchair participants, to the Fitness Zone equipment will improve knowledge of benefits of exercise and increase wellness.
3. Work with PBC and Boynton Beach to train park staff to assist with use of the Fitness Zone equipment. Provide information and ideas for new programs.	3. Increase wellness and physical activity by seniors and wheelchair bound participants and increase in Metabolic Equivalent of Task (MET).	3. Trainers will encourage exercise and better/more effective use of equipment by seniors and wheelchair participants.
*****	*****	*****

Outcome from table above	Indicator
An outcome statement also helps answer the question "so what?" - A specific short-term result of the successful completion of an activity.	The indicator is subordinate to the outcome and impact statements and is a measure that helps quantify the achievement of an impact or outcome statement.
1. Increased wellness as documented by increased park use by 8% and physical activity by 10 % from pre-installation baseline to 12 months post-installation.	1. Increased park usage of 8% over baseline and physical activity by 10% over baseline will be evaluated by an external evaluator using established SOPARC methodology, which consists of standardized observations conducted at pre-determined times.
2. Increased wellness as documented by 8% increased park use, with specific focus on seniors and physically challenged.	2. Increased park use of 8%, as determined by SOPARC methodology, will document increase in use by seniors and physically challenged.
3. Increased wellness and physical activity by seniors and wheelchair participants and increase in MET.	3. Increased physical activity by seniors and wheelchair participants will be monitored and determined by documented Metabolic Equivalent of Task (MET) from baseline pre-installation of the Fitness Zone equipment to 12 months post- installation.

**RESOLUTION NO. R-2014-**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE DOCUMENTS ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS RELATING TO THE AGREEMENT WITH THE TRUST FOR PUBLIC LAND FOR THE DESIGN AND CONSTRUCTION OF A FITNESS ZONE® AT JOHN PRINCE MEMORIAL PARK; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, John Prince Memorial Park is a 727-acre regional park located in Lake Worth, Florida, with over 3.5 million visitors annually; and

**WHEREAS**, The Trust for Public Land (TPL), a California non-profit public benefit corporation, has successfully developed Fitness Zones® in communities across the United States; and

**WHEREAS**, the Palm Beach County (COUNTY) Parks and Recreation Department is committed to provide opportunities for healthy, happy living; and

**WHEREAS**, installation of a Fitness Zone® will provide opportunities to improve public health and fitness for residents and visitors of Palm Beach County; and

**WHEREAS**, TPL is receiving a grant from the Quantum Foundation to cover a portion of the cost of the equipment and its installation costs, as well as TPL's project management, legal and administrative fees associated with the Fitness Zone® in John Prince Memorial Park; and

**WHEREAS**, TPL will purchase and install Fitness Zone® exercise equipment and a shade structure identified in Exhibit A, attached hereto and incorporated herein by reference, hereinafter referred to as the "Project"; and

**WHEREAS**, COUNTY will pay TPL an amount not-to-exceed \$127,290 for costs associated with the Project; and

**WHEREAS**, THE County will provide TPL a construction draw in an amount not-to-exceed \$66,779 once the Fitness Zone® exercise equipment and shade structure have been delivered and inspected by TPL's contractor and been deemed free of defect; and

**WHEREAS**, Once the Project is complete and the County has executed the Final Acceptance and Assignment of Warranty Agreement, the County will pay TPL the remaining balance due of \$60,511 as its full share of the cost of the Project; and

**WHEREAS**, COUNTY has budgeted capital funds for expansion of the John Prince Memorial Park Center Drive Special Events Area that includes construction of ADA compliant sidewalks, landscaping, restroom upgrades, and the Fitness Zone®; and

**WHEREAS**, entering into an Agreement with TPL to develop a Fitness Zone® at John Prince Memorial Park serves a public purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

- 1. The foregoing recitals are true and correct and are incorporated herein.
- 2. Palm Beach County Board of County Commissioners authorizes the County Administrator or his designee to execute the Final Acceptance and Assignment of Warranty documentation, as well as task assignments, certifications, standard forms, or amendments to the Agreement that do not change the financial obligations of the County as set forth in this Resolution and the RIGHT OF ENTRY PERMIT, LICENSE, AND DEVELOPMENT AGREEMENT FOR FITNESS ZONE® EQUIPMENT INSTALLATION .
- 3. This resolution shall become effective immediately upon adoption by the Board of County Commissioners.

The foregoing resolution was offered by Commissioner \_\_\_\_\_,  
who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_,  
and upon being put to a vote, the vote was as follows:

Commissioner Priscilla A. Taylor, Mayor	-
Commissioner Paulette Burdick, Vice Mayor	-
Commissioner Hal R. Valeche	-
Commissioner Shelley Vana	-
Commissioner Steven L. Abrams	-
Commissioner Mary Lou Berger	-
Commissioner Jess R. Santamaria	-

The Mayor thereupon declared the Resolution duly passed and adopted this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014.

Attest:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Commissioner Priscilla A. Taylor, Mayor

Approved as to  
Form and Legal Sufficiency

Approved as to  
Terms and Conditions

By: \_\_\_\_\_  
Anne Helfant  
Assistant County Attorney

By:  \_\_\_\_\_  
Eric Call, Director  
Parks and Recreation Department



**Exhibit A**  
**Fitness Zone® Equipment List**

Single Butterfly

Wheelchair Accessible Butterfly

2-Person Incline Sit-Up benches

4-Person Lower Body Combo

4-Person Pendulum Abs & Dips

2-Person Cross Country Ski

2-Level Horizontal Bars

2-Person Wheelchair Accessible Vertical Press

2-Person Wheelchair Accessible Lat Pull-Down

2-Person Wheelchair Accessible Chest Press

Single Reverse Butterfly

Wheelchair Accessible Reverse Butterfly

Single Rower

4-Person Leg Press

Elliptical Cross Trainer

Wheelchair Accessible Hand Cycle

3 Announcement Boards (signs)

# Shade Systems, Inc.

4150 S.W. 19th Street  
Ocala, FL 34474

Custom 47' x 51' Multi-Level Shade System – 10' high consisting of (4) columns, (1) center connector and (5) canopies per attached drawing dated 4/22/2014.  
Upper Fabric Canopy – Desert Sand  
Lower Fabric Canopy – Eggshell White  
Steel Tubing – Evergreen