

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of October 21, 2021

TO: City Council Chair & Members of City Council

SUBJECT:

Authorizing the Mayor or his designee to accept the FitLot, Inc. Grant in the amount of \$4,010 from FitLot, Inc., funded by AARP to support the City's implementation of programming at the AARP FitLot Fitness Park located within Booker Creek Park, and to execute an amendment to the grant agreement along with all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$4,010 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Parks and Recreation Department, Healthy St. Pete Division (190- 1587); and providing an effective date.

EXPLANATION:

The mission of Healthy St. Pete, a division of the Parks and Recreation Department, is to build a culture of health in the city by making the healthy choice the easy choice through a collaborative community effort. The activation of programming at the AARP FitLot Fitness Park will increase access to no-cost physical fitness opportunities for residents, promote healthy behaviors, and work to encourage positive health outcomes for residents.

COST/FUNDING/ASSESSMENT INFORMATION:

Revenues of \$4,010 will be received from FitLot and deposited into the General Fund (0001). Funds will be available after the approval of a supplemental appropriation in the amount of \$4,010 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues to the Parks and Recreation Department, Healthy St. Pete Division (190-1587).

ATTACHMENTS: Resolution

APPROVALS:

Administrative:  _____

Budget:  _____

FIRST AMENDMENT TO FITLOT AGREEMENT

This first amendment (this “Amendment”) is made and entered into on this 1st day of September 2020, by and between City of St. Petersburg, a municipality in the state of Florida (“City” and “Community Partner”), and FitLot, Inc., a non-profit corporation with a principal place of business in New Orleans, Louisiana (“FitLot”)

WHEREAS, City and FitLot are parties to an agreement related to the planning and construction of an outdoor fitness park, which was fully executed on April 2, 2019 (“Agreement”); and

WHEREAS, under the Agreement, and sponsored by AARP, City agreed to collaborate with FitLot on the construction of a, now called, “AARP Sponsored Outdoor Fitness Park”, including all ancillary equipment and materials at Booker Creek Park located at 2468 13th Avenue North, St. Petersburg, Florida, 33710. (the “Project”); and

WHEREAS, there are provisions that are required by AARP related to the City’s ongoing obligations, promotion, and maintenance of the Project that the Parties desire to add to the Agreement; and

WHEREAS, subsequent to the Agreement being fully executed, FitLot and AARP finalized terms of a programmatic grant whereby AARP will also sponsor the City in hiring and training FitLot Neighborhood Coaches (as hereinafter defined) to lead no-cost outdoor community fitness classes at the AARP Sponsored Outdoor Fitness Park in Booker Creek Park and associated social media outreach; and

WHEREAS, implementation of the programmatic grant shall be organized by FitLot who will distribute grant funds to the City subject to the terms of the programmatic grant addendum provided in Attachment A to this Amendment; and

WHEREAS, the Parties to this Amendment now desire to make modifications and amendments to the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual provisions, covenants, and undertakings set forth in this Amendment and in the Agreement, and other good and valuable consideration which is hereby acknowledged, the parties to this Amendment agree as follows:

1. Section 1.A.iv (Maintenance) in the Agreement shall be amended and replaced to read as follows:
 - iv. Maintenance: Maintenance of the Project and supervision of its use is the responsibility of the City. The City, as owner of the property involved in the Project, agrees to collaborate with FitLot during the Project planning process to develop a maintenance program for the Project and agrees to maintain the Project before and after the build to ensure, to the extent reasonably possible, a safe and attractive space. In furtherance of the foregoing, in the event the AARP Sponsored Outdoor Fitness Park included in the Project is no longer permitted to be located at its original site of construction or such site is no longer

owned or controlled by the City, the City shall promptly notify FitLot and shall, at the City's sole cost and expense, take such steps as may be reasonable, given the circumstances at the time and the condition of the Project's equipment and surfacing, to either (i) make a reasonable attempt to obtain the agreement of the subsequent owner of the original site to continue to make the Project available in the same manner contemplated as of the installation of the Project and to maintain (or permit the City to maintain) the Project in accordance with the maintenance program, or (ii) to promptly and safely relocate the Project's equipment (including any permanent signage and other fixtures) to an alternate site owned or controlled by the City. If the original site is no longer owned or controlled by the City and there is no alternate site owned or controlled by the City available, the City will remain responsible for the Project equipment and its disposition.

2. Section 1.B (Promotion) in the Agreement shall be amended and replaced to read as follows:
 - B. Promotion. The City will seek prior written approval from FitLot and/or AARP's State Office Associate State Director and/or AARP's National Office of Community Engagement for any materials that reference the Project or program or contain the logos or other intellectual property of FitLot and/or AARP, including, without limitation, press releases, fliers and promotional materials. The City shall collaborate with FitLot and AARP to secure media coverage. The City agrees to mention FitLot and AARP on all promotional material subject to the obligations set forth in Section 2 herein. All AARP trademark and/or intellectual property licenses granted under this Section and Section 2 of this Agreement shall automatically terminate at the expiration or termination of this Agreement. City agrees that these licenses are non-exclusive and that AARP may revoke the City's license to use the AARP trademark and any other AARP intellectual property at any time with prior written notice to the City.
3. Section 3.C (Promotion) in the Agreement shall be amended and replaced to read as follows:
 - C. Promotion. FitLot will provide proposed promotional materials relating to the Project for FitLot and AARP's review and approval, which approval shall not be unreasonably withheld or delayed. These promotional materials will be consistent with the terms set forth in Sections 1.B (Promotion), 1.C (Signage), 2.B (Logo placement on shade canopy and surfacing), 1.D (Warranty), and 2.A (Sponsorship Benefits).
4. Section 5.A (Termination) in the Agreement shall be amended and replaced as provided herein:

- A. Term and Termination. The term of the Agreement shall commence on the date of the Agreement and remain in effect through the duration of the useful life of the Project equipment. Provisions relating to ongoing maintenance and other obligations related to continuing upkeep of the Project shall survive any termination or expiration of this Agreement, including but not limited to the following provisions: Maintenance, Logo placement on shade canopy and surfacing, Warranty, No Responsibility, and Force Majeure.

Any party may terminate this Agreement upon 15 days notice upon one or more of the following:

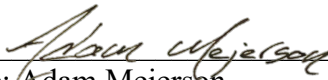
- (a) any party's violation of any federal, state, or local law or regulation.
- (b) any party's breach of any of the terms or conditions of this Agreement that has not been cured within 30 days written notice of such breach.

- 5. Attachment A - Programmatic Grant Addendum to the FitLot Agreement ("Addendum") is attached to this Amendment. The Addendum provides the terms for the City's receipt of grant funding for outdoor fitness class programming and related social media promotion and is added to the Agreement as a Modification (Section 5.E of the Agreement) and incorporated as part of the Entire Agreement (Section 5.H of the Agreement).
- 6. Execution of Agreement. This Amendment may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original. Additionally, each party is authorized to sign this Amendment electronically using any method authorized by applicable law.
- 7. This Amendment contains all revised terms and conditions agreed upon by the parties. All terms and conditions in the Agreement not amended herein remain in full force and effect.


<Signature page and Addendum immediately follows>

IN WITNESS WHEREOF, this Amendment is executed and effective as of the date first set forth above.

FITLOT, INC.:

By:  Date: _____
Name: Adam Mejerson
Title: Executive Director
Address: 4035 Washington Avenue, New Orleans, LA 70125
Tel.: 504-264-1568
Email: adam@fitlot.org

CITY OF ST. PETERSBURG, FLORIDA:

By:  Date: 9-10-21
Name: Richard Craft
Title: St. Petersburg Parks & Recreation Department
Address: 1400 19th Street North St. Petersburg, FL 33713 (SEAL)
Tel.: (727) 893-7441
Email: richard.craft@stpete.org

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY (DESIGNEE) 00542977

ATTEST:

CHANDRAHASA S. SRINIVASA
CITY CLERK

Attachment A
PROGRAMMATIC GRANT
ADDENDUM
TO THE
FITLOT PARTNERSHIP AGREEMENT

I. BACKGROUND

A. Sponsored by AARP, FitLot is pleased to grant Community Partner, as facilitated by the St. Petersburg Parks & Recreation Department, programmatic funding (the “Grant”) to be used for activating the AARP Sponsored Outdoor Fitness Park with local fitness professionals who will host regular, no-cost community classes at the AARP Sponsored Outdoor Fitness Park. The programming of the AARP Sponsored Outdoor Fitness Park is funded by AARP and FitLot is the coordinating party, passing the programmatic funds through to the Community Partner to fulfill the obligations of this Addendum. On the basis set out in this Addendum and in the programmatic grant plan (the “Grant Plan”) provided below in Section III Grant Plan, FitLot shall provide resources and guidance to Community Partner for the AARP Sponsored Outdoor Fitness Park programming in a professional manner.

B. COVID-19. Community Partner is required to provide all AARP Sponsored Outdoor Fitness Park programming in strict compliance with applicable laws, regulation, and industry guidance, including but not limited to COVID-19 regulations promulgated by state and local governments and applicable COVID-19 guidance released by the Centers for Disease Control and Prevention.

II. GENERAL TERMS

Community Partner and FitLot agree as follows:

1. CORE TERMS

1.1 Grant

FitLot will make the Grant to Community Partner in the amount and in accordance with the schedule set out in the Grant Plan.

1.2 Use of Grant

Community Partner will use the Grant for the purposes set out in the Grant Plan.

1.3 Grant Period

The grant period (“Grant Period”) is set out in the Grant Plan.

2. COMMUNICATION; REPORTS; RECORDS

2.1 Contact Persons

Community Partner and FitLot will each appoint one individual to act as principal contact person for communications under this Addendum. The initial appointees are identified in the Grant Plan.

Community Partner and FitLot may change its contact person at any time, with notice to the other party.

2.2 Reporting

Community Partner will provide FitLot with reports as set out in the Grant Plan.

2.3 Recordkeeping

Community Partner will maintain the AARP Sponsored Outdoor Fitness Park programming records in a manner that will provide FitLot with sufficient detail to review Community Partner's expenditures and programming records relating to the Grant. Community Partner shall provide such records for review by FitLot upon occasional and reasonable notice during the Grant Period, and for one year after the Grant Period.

3. PUBLICITY; PROMOTION

3.1 Programming Acknowledgement; Trademark Licenses

Community Partner may announce and publicize the Grant in recognition of AARP's funding in accordance with the provision found in Section 1. B. Promotion of the Agreement.

4. GRANT AND PROGRAM ADMINISTRATION

4.1 Obligations of the Community Partner

The Community Partner shall be solely responsible for all programmatic functions -- including all programming, outreach, recruitment, scheduling, and ongoing maintenance -- as described in the Grant Plan. FitLot's involvement in the programmatic functions set forth in this Addendum shall be limited to the funding, toolkits, on-line training, and registration system described in the Grant Plan.

FitLot and AARP shall not be responsible or liable for third-party claims or third-party damages arising from any breach of this Agreement or use of the outdoor fitness park. This provision shall survive any termination or expiration of this contract.

4.2 Funds Management

Community Partner will manage the Grant funds in accordance with applicable law, the provisions of this Addendum, and Community Partner's policies. Community Partner may combine the Grant funds with Community Partner's other assets to aid in programming the AARP Sponsored Outdoor Fitness Park.

4.3 Changed Circumstances

Community Partner will notify FitLot if Community Partner determines in good faith that, because of factual or other changes in circumstances, it is no longer possible for the Grant to serve its original purpose. In that case, and in cases where a portion of the Grant remains unspent or unallocated upon completion of the applicable purpose, Community Partner shall promptly return any remaining Grant funds as described in the Grant Plan.

4.4 Funding Source

Community Partner recognizes that the Grant funds are provided by AARP in its sole discretion and disbursed by FitLot. Community Partner recognizes that it has no claim or right of action

against AARP and/or FitLot, for breach of contract or otherwise, should AARP decide not to provide funds for the Grant.

4.5 AARP as a Third-Party Beneficiary

AARP is a third-party beneficiary to this Addendum and is entitled to the rights and benefits thereunder and may enforce the provisions thereof as if it were a party thereto.

4.6 Copy of the Addendum for AARP

The parties agree that AARP will receive an executed copy of this Addendum. AARP's receipt of an executed copy of this Addendum is not a breach of any confidentiality obligations of the Parties.

5. RIGHT TO SUSPEND

Community Partner reserves the right to terminate its use of the Grant and suspend performance of its obligations under this addendum, effective immediately, by giving verbal notice (followed by written notice within a reasonable time) if a state of emergency has been declared by the federal, state, or local government, and the Mayor (as defined in St. Petersburg City Code section 2-425) determines that such suspension is necessary to protect the public health, safety, or welfare. The suspension will remain in effect until the Community Partner provides verbal notice (followed by written notice within a reasonable time) that the suspension has been lifted. Unspent Grant funding will be managed in accordance with the provision entitled Unspent Funds in the Grant Plan.

III. GRANT PLAN

1. DESCRIPTION & PAYMENT OF GRANT

Grant amount	USD \$4,010 (Total)	
	Use of Grant #1 – Fitness Classes	Use of Grant #2 - Social Media
	“Fitness Class Funding” \$3,510.00	One-Time “Social Media Support Funding”: \$500.00
	*Community Partner shall donate any unspent Grant funds to a local 501(c)(3) organization with a health-related mission, subject to prior written approval by AARP, within fifteen (15) days following each Grant Period.	
Grant general purpose	Community Partner will use this Grant for the programming and activation of the AARP Sponsored Outdoor Fitness Park. Except as otherwise set forth herein, Grant funds must be used for social media outreach and to engage community members in physical activity by providing certified fitness professionals to lead no-cost public fitness classes at the AARP Sponsored Outdoor Fitness Park in Booker Creek Park, located at 2468 13 th Avenue North, St. Petersburg, FL 33710	

Grant Period and distribution		
	Use of Grant #1 – Fitness Classes	Use of Grant #2 – Social Media
	<p>Annual Fitness Class Funding: <i>Anticipated Distribution Date:</i> October 1, 2021</p> <p><i>Start Date:</i> Funds to be used on outdoor fitness classes, that shall not begin any sooner than one (1) week after the social media campaign begins.</p> <p><i>Funds must be used:</i> In accordance to the terms of this Addendum within eighteen (18) months from the date funding is received by the Community Partner.</p>	<p>One-Time Social Media Support Funding: <i>Anticipated Distribution Date:</i> October 1, 2021</p> <p><i>Start Date:</i> Funds to be used on social media campaign that shall start no sooner than one (1) week before programming begins in the initial Grant Period.</p> <p><i>Funds must be used:</i> In accordance to the terms of this Addendum within eighteen (18) months from the date funding is received by the Community Partner.</p>
Payment schedule	FitLot will distribute the Grant in a single lump-sum no later than October 1, 2021. FitLot will distribute to the City the Fitness Class Funding no later than thirty days after the start of the initial Grant Period.	
Payment mailing address	Name and/or Department: City of St. Petersburg Parks & Recreation Department C/O: Kimberly Lehto Address: 1400 19 th Street North City, State: St. Petersburg, Florida Zip: 33710 EIN: 59-6000424	
Additional instructions (if applicable)	N/A	

2. USE OF GRANT

Grant Use #1 Fitness Class Funding	

A. Description of Grant Use #1 Funds - Fitness Class Funding

- i. The Fitness Class Funding is to be used by the Community Partner to provide at least **fifty-four (54) fitness classes**, as further defined below, to community residents (“**Fitness Classes**”) during each Grant Period.
- ii. *Start of Fitness Classes:*
 - a. Community Partner **shall not begin Fitness Classes until one (1) week after the Social Media Campaign begins for the AARP Sponsored Outdoor Fitness Park**
- iii. *Distribution of funds:*
 - a. FitLot shall distribute Fitness Class Funds to Community Partner **in accordance with the payment schedule set forth in section III (1) of the Grant Plan. (anticipated).**
- iv. *Funds must be used by:*
 - a. Community Partner **shall provide the fifty-four (54) Fitness Classes in accordance with the terms of this Addendum within eighteen (18) months of the date funds are received by the Community Partner.**
- v. **Unspent Funds**
 - a. In the event circumstances outside of the reasonable control of Community Partner, such as weather, prohibits the delivery of the fifty-four (54) Fitness Classes during an eighteen (18) month period following the date Fitness Class Funding is received by the Community Partner (“Funding Period”), all unspent fitness class funding grant funds shall be donated. Community Partner agrees to donate all unspent fitness class funding grant funds remaining at the conclusion of EACH Funding Period to a local 501(c)(3) organization with a health-related mission, subject to prior written approval by FitLot and AARP, in the amount unspent by the Community Partner on the undelivered Fitness Classes within fifteen (15) days following the Funding Period.
 - b. Community Partner must donate all previous unspent funds to be eligible for subsequent funding.

B. Fitness Classes

i. Requirements

- a. A “Fitness Class” shall consist of **no less five (5) adults** who have registered (each a “Registrant”) for an AARP Sponsored Outdoor Fitness Park class on FitLot exercise equipment.
- b. Fitness Classes must be **led by a professionally certified group fitness instructor or personal trainer** (“Trainer”) who has completed an online training on how to facilitate group classes at the FitLot.
- c. Each Fitness Class must be for the duration of **forty-five (45) minutes to one (1) hour**.
- d. Community Partner shall provide **at least fifty-four (54) Fitness Classes**.

ii. Compensation

- a. Community Partner shall receive a total of **\$65 of support per class** to be used accordingly:
 1. **Twenty-five dollar (\$25) to be allocated towards administrative support**
 2. A maximum of **forty dollars (\$40) per class for trainer compensation**
- b. Trainer Compensation
 1. Community Partner shall confirm local trainer hourly rate prior to program start date with FitLot.
 2. Any remaining trainer compensation funds should be spent on offering additional classes or will be allocated as described in provision III.2.A.v.a **Unspent Funds**.

iii. Fitness Class Registration

FitLot will provide a registration website to Community Partner that is compliant with AARP data standards and that will execute FitLot’s reporting requirements, as agreed upon between AARP and FitLot (“EventBrite Registration Website”). The EventBrite Registration Website will be designed and maintained by FitLot. The City accepts no liability or responsibility associated with use of the EventBrite Registration Website by Registrants. **Community Partner shall ensure that each Registrant registers for a Fitness Class on and only utilizing FitLot’s Eventbrite Registration Website**, including the Registrant’s:

1. first name,
 2. last name,
 3. home address,
 4. email address,
 5. date of class, and
 6. location of class
- b. Community Partner shall ensure that each Registrant **accepts an “AARP General Liability Waiver” prior to participation in a Fitness Class** (see below Waiver of Liability and Assumption of Risk (“AARP General Liability Waiver”). FitLot represents that the City may add its liability

waiver (attached as Exhibit 1) to the Eventbrite Registration Website, which it may require Registrants to accept prior to participation in a Fitness Class.

Waiver of Liability and Assumption of Risk.

“By checking the box, I agree that:

1. I am 18 years of age or older, physically capable of participating in each FitLot

Method Class that I sign up for and/or participate in. I release, discharge and hold harmless AARP, its affiliates, grantees and subgrantees (this includes FitLot, Inc and the municipality that owns the AARP sponsored fitness park) and

their respective, employees, directors, officers, vendors and agents (“Releasees”) from any and all liability, claims, and demands of every kind with respect to, including without limitation, any bodily injury, illness, death, property

damage or any other harm, that may arise from my participation in each FitLot Method Class. I agree that FitLot, Inc. may confirm with AARP, its affiliates, grantees and subgrantees in writing that I have agreed to these terms and conditions, including the provision of a copy of this Waiver of Liability signed by me with a checkbox.

2. I understand that the reaction of the heart, lung and blood vessel system to exercise cannot always be predicted with accuracy. I know and understand there is a risk of certain abnormal changes, which may occur during or following exercise, including, but not limited to, abnormalities of blood pressure, heart attacks, musculoskeletal strains, pain and/or injury, if adequate warm-up, gradual progression, and safety procedures are not followed. I understand that the Releasees shall not be liable for any damages arising from personal injuries sustained by me while participating in and during participation of a FitLot Method Class or while using the Fitlot™ equipment. In consideration of my acceptance and my participation in FitLot Method workouts, I hereby release and agree not to sue the Releasees’ nor their staff, for any and all present and future claims resulting from ordinary negligence and inherent risk during FitLot Method Classes.

3. I have had a recent physical check-up and have a medical physician’s permission to engage in aerobic and/or anaerobic activities. I hereby acknowledge and agree to assume responsibility for all the risks, whether identified herein or not, even those risks arising out of negligence of the releasee. In consideration of my acceptance and my participation in FitLot Method workouts.

4. My participation in each FitLot Method Class is purely voluntary. I assume full responsibility for any bodily injury to myself. “

c. Community Partner accepts that the Fitness Class registration process shall include the Registrant reviewing a conspicuously placed Opt-In Notice (see

below) along with an opt-in box that Registrants can check or uncheck to either accept or reject the Opt-In Notice terms and conditions.

- d. Opt-In Notice. “Yes, please share my information with AARP so it can keep me informed about AARP programs, events and offerings. I understand AARP will send me an initial email to confirm my interest in further AARP email communications and my email preferences can be changed at any time. AARP Privacy Policy [or aarp.org/privacy for printed materials].”

C. FitLot Duties and Obligations

- i. FitLot shall distribute Fitness Class Funds to Community Partner **by October 1, 2021** (*anticipated*).
- ii. FitLot shall provide general administration and data collection, through:
 - a. Providing the Eventbrite Registration Website to Community Partner.
 - b. Providing Community Partner with reasonable assistance with Fitness Class Registration and any applicable donations of unused Fitness Class funds.
 - c. Reporting specified data on Fitness Class Registrants who accepted the Opt-In Notice terms and conditions with a checked opt-in box and those Fitness Class Registrants who actually participated in a Fitness Class and who accepted the Op-In Notice terms and conditions with a checked opt-in box to AARP as agreed upon between FitLot and AARP.

Use of Grant #2 One-Time Social Media Support Funding	<table border="1"> <thead> <tr> <th><u>Duration</u></th><th><u>Total</u></th></tr> </thead> <tbody> <tr> <td>One-time during the initial Grant Period.*</td><td>\$500.00</td></tr> </tbody> </table> <p><i>*Unless AARP provides additional funds</i></p>	<u>Duration</u>	<u>Total</u>	One-time during the initial Grant Period.*	\$500.00
<u>Duration</u>	<u>Total</u>				
One-time during the initial Grant Period.*	\$500.00				

A. Description of Grant Use #2 Funds – Social Media Support

- i. Social Media Support Funding shall be used by Community Partner solely to promote the AARP Sponsored Outdoor Fitness Park and Fitness Classes (defined herein) to local community residents in a ten (10) week social media campaign (“Social Media Campaign”, further defined below).
- ii. *Start of the Social Media Campaign:*
 - a. Community Partner shall start the Social Media Campaign no sooner than one (1) week prior to the start of Fitness Classes in the initial Grant Period.
- iii. *Distribution of funds:*
 - a. FitLot shall distribute the Social Media Support Funding to Community Partner in accordance with any deadlines for such distribution set forth in

this addendum. The Social Media Support Funding must be used exclusively on Facebook advertising.

iv. *Use of Funds:*

- a. Social Media Support Funding must be used by the Community Partner for the above stated Grant use in accordance with the terms of this addendum within eighteen (18) months of the date funds are received by the Community Partner.

B. Social Media Campaign and Social Media Support Toolkit

- i. Community Partner shall utilize Facebook for social media promotion.
- ii. To execute the Social Media Campaign, FitLot shall provide Community Partner with a Social Media Support Toolkit that has AARP-approved templates for drafting social media posts (“Toolkit”).
- iii. The Toolkit shall include:
 - a. Twenty (20) templated social media Facebook posts organized as a ten (10) week social media campaign.
 - b. Three (3) 45-60 second videos for Community Partner use. The videos will consist of:
 1. One (1) FitLot Neighborhood Coach recruitment video
 2. One (1) general announcement video of AARP Sponsored Outdoor Fitness Park opening, which will link to an AARP hosted webpage or a Cvent link
 3. One (1) “classes starting in your area” program outreach video.
- iv. Community Partner shall utilize the Toolkit to post on Facebook at least twice a week during the ten (10) week Social Media Campaign.
- v. FitLot warrants that, pursuant to this Addendum, FitLot has granted to Community Partner every right needed for the City to use the Toolkit in accordance with this Addendum. FitLot further agrees that, prior to distributing the Toolkit to Community Partner, it will disclose to Community Partner any applicable terms of any usage rights derived from a third party and warrants that use of the Toolkit as described in this Addendum complies with all such applicable terms. Community Partner shall not use the Toolkit in any way that violates any third-party rights.
- vi. Community Partner is permitted to add the City of St. Petersburg Parks and Recreation and/or the Healthy St. Pete logos to all content provided by FitLot for publication on social media prior to such publication.
- vii. Community Partner is permitted to reference and include a link to the City of St. Petersburg’s website on all social media posts published by Community Partner.

C. Reporting & Data Collection Requirements - Facebook Advertisement Report

- i. Community Partner shall produce a Facebook Advertisement Report within fifteen (15) days of completion of Community Partners’ ten (10) week Social Media Campaign.
- ii. The Facebook Advertisement Report shall include the number (each) of:
 - a. engagements (a like, reaction, comment, share, click, or video view, as applicable)

- b. reshares
 - c. views per post
 - d. 'click-through' actions to the registration link
 - e. conversions (completing the act of signing up for the class).
- iii. Directions for creating the Facebook Advertisement Report can be found in the Other Terms Section below.
- iv. If the Community Partner fails to submit its Facebook Advertisement Report within the aforementioned specified number of days:
 - a. FitLot will follow up with Community Partner with at least two (2) emails and one (1) phone call before making AARP aware of such instance of failed reporting to AARP.
 - b. FitLot will make AARP aware of this and the Community Partner will be deemed ineligible to receive Social Media Support Funding in the future, if continued social media support funding is made available by AARP beyond the initial Grant Period.

D. FitLot Duties and Obligations:

- i. FitLot shall distribute the one-time pass-through Social Media Support Funding to Municipality **on or before October 1, 2021**.
- ii. FitLot shall provide general Social Media Campaign Management to Community Partner, including:
 - a. Ensuring all social media posts templates are approved by AARP in writing prior to release of the Social Media Campaign to Community Partner
 - b. Providing the Social Media Support Toolkit
 - c. Providing reasonable assistance with producing the Facebook Advertisement Report if needed
- iii. Should Community Partner not utilize Facebook for social media promotion, FitLot shall make AARP aware of this and work with AARP and the Community Partner to donate these social media support funds as described in provision III.2.A.v.a **Unspent Funds**.

3. OTHER TERMS

Requirements for certified fitness professionals to be hired as FitLot Neighborhood Coaches	<ol style="list-style-type: none"> 1. Community Partner shall only permit certified fitness instructors to lead classes at the AARP Sponsored Outdoor Fitness Park site who have accreditation through the following fitness certifying bodies listed in the next provision: 2. AASFP (Asian Academy for Sports and Fitness Professionals), ACE (American Council on Exercise), ACSM (American Council on Sports Medicine), ACTION (Action Personal Trainer Certification), AFAA (Aerobics and Fitness Association of America), AFPA (American Fitness Professionals and Associates), BCRPA (British Columbia Recreation and Parks Association), canfitpro (Canadian Fitness Professionals Inc), CHEK
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	<p>(Corrective Holistic Exercise Kinesiology Institute), CI (Copper Institute), FAI (Functional Aging Institute), IFPA (International Fitness Professionals Association), ISSA (International Sports Sciences Association), NAFC (National Association for Fitness Certification), NAFTA (National Aerobics & Fitness Trainers Association), NASM (National Academy of Sports Medicine), NBHC (National Board for Health & Wellness Coaching), NCEP (National College of Exercise Professionals), NCSF (National Council on Strength and Fitness), NESTA (National Exercise & Sports Trainers Association, Inc), NETA (National Exercise Trainers Association), NPI (National Posture Institute), NFPT (National Federation of Professional Trainers), NSCA (National Strength and Conditioning Association), NSPA (National Strength Professionals Association), PTAG (Personal Training Academy Global)</p> <p>3. Community Partner shall obtain and save in its records, a verification of fitness certification for each individual hired as FitLot Neighborhood Coach.</p>
SocialMedia Campaign/Toolkit	Facebook Outreach Campaign Guide for FitLot/AARP Grant Partners
FitLot's Registration System	Activating your FitLot Fitness Park: Registration Guide
Ongoing Maintenance of AARP Sponsored Outdoor Fitness Park	<p><u>Signage</u>. See the Agreement</p> <p><u>Logo placement on shade canopy and surfacing</u>. See the Agreement</p>

4. FITLOT CONTACT INFORMATION

FitLot address	4035 Washington Avenue New Orleans, LA 70125
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5. COMMUNITY PARTNER CONTACT INFORMATION

Community Partner address	St. Petersburg Parks & Recreation Department
Community Partner programming contact	Name: Kim Lehto Title: Healthy St. Pete Coordinator Email: Kimberly.Lehto@stpete.org Telephone: 727-892-5867

This Programmatic Grant Addendum is acknowledged by the Community Partner's Parks and Recreation Department as of the date stated adjacent to each signature below:

ACKNOWLEDGED BY:

[Community Partner's Recreation Department Superintendent]

By: _____ Date: _____

Name: Richard Craft

Title: St. Petersburg Parks & Recreation Superintendent

Address: 1400 19th Street North St. Petersburg, FL 33713

Tel.: (727) 893-7441

Email: Richard.craft@stpete.org

[Community Partner's Recreation Department PROGRAMMING LEAD]

By: _____ Date: _____

Name: Kim Lehto

Title: Healthy St. Pete Coordinator

Address: 1400 19th Street North St. Petersburg, FL 33713

Tel.: (727) 892-5867

Email: kim.lehto@stpete.org

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT IN THE AMOUNT OF \$4,010 FROM FITLOT, INC. TO SUPPORT FITNESS PROGRAMMING AT THE AARP SPONSORED OUTDOOR FITNESS PARK LOCATED AT BOOKER CREEK PARK AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$4,010 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL GRANT REVENUES, TO THE PARKS AND RECREATION DEPARTMENT, HEALTHY ST. PETE DIVISION (190-1587); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Healthy St. Pete, a community engagement and empowerment initiative, encourages a culture of health via the implementation of diverse strategies that positively impact the many factors that affect health and well-being; and

WHEREAS, policies implemented by the City outside of the traditional health sector significantly affect the social determinants of health, including policies related to urban redevelopment, food access, housing, transportation, public safety, education, sustainability, climate change, parks, air and water quality, criminal justice, and economic development; and

WHEREAS, FitLot Inc. (“FitLot”) has awarded the City of St. Petersburg (“City”) a grant in the amount of \$4,010 to support fitness programming at the AARP Sponsored Outdoor Fitness Park located at Booker Creek Park; and

WHEREAS, programming at the AARP Sponsored Outdoor Fitness Park is consistent with the City’s sustainability vision and mission statement and supports the long-term goals of the Healthy St. Pete initiative and the AARP Age-Friendly Communities initiative.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a grant in the amount of \$4,010 from FitLot, Inc. to support fitness programming at the AARP Sponsored Outdoor Fitness Park located at Booker Creek Park and to execute all documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED, that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant

revenues, the following supplemental appropriation for FY22:

General Fund

Parks and Recreation Department, Healthy St. Pete
Division (190-1587)

\$4,010

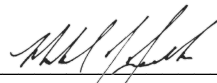
This resolution shall take effect immediately upon its adoption.

Approvals:

LEGAL:

/s/ Christina Boussias
00589746

ADMINISTRATION:


Michael J. Jefferis, Administrator
Leisure Services Administration

BUDGET:

E Makofske