

## AGREEMENT

THIS AGREEMENT is made and entered into on this 1<sup>st</sup> day of March, 2014 (Commencement Date), by and between the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY" and the Florida Department of Health in Orange County hereinafter referred to as "DOH-Orange".

WHEREAS, DOH-Orange provides opportunities for adults 18 and older to participate in the 8 Weeks to Wellness Program, an up-to-date, ready to use, common sense health outreach package promoting a balanced lifestyle in Orange County to meet established objectives for the Healthiest Weight Initiative for the State of Florida and Orange County; and

WHEREAS, the CITY owns recreation facilities that are appropriate sites for health and wellness activities and instruction; and

WHEREAS, the CITY desires to partner with an organization that can offer adults in the Central Florida area an opportunity to achieve a healthier lifestyle; and

WHEREAS, it is in the best interest of the CITY, DOH-Orange, residents of the CITY OF ORLANDO, and the general public that the parties enter into this agreement to provide the 8 Weeks to Wellness program at designated CITY recreation centers in the greater Orlando area.

NOW THEREFORE, in consideration of the premises, promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the CITY and DOH-Orange hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into a made a part of the agreement as if fully set forth herein.
2. Term. The term of this Agreement shall be for one (1) year commencing on the date of full execution by both parties. This agreement may be extended for one (1) additional one year term upon the mutual written agreement of the parties. The Families Parks and Recreation Director is authorized to execute such renewals, under the same terms and conditions, on behalf of the CITY without further approval from City Council.
3. Facility Use Fees. DOH-Orange shall be exempt from facility use fees and charges while conducting the 8 Weeks to Wellness program held at designated Recreation Division facilities when properly scheduled and approved through the Recreation Division Manager. All DOH-Orange staff and participants shall be subject to the rules and regulations governing Recreation Division facilities. DOH-Orange will conduct the 8 Weeks to Wellness program four (4) times during the term of this Agreement.

4. Staffing. Recreation Division staff will not be responsible for activities or supervision of the 8 Weeks to Wellness program. The CITY will provide one employee to manage the facility during operational hours.
5. Scheduling. If DOH-Orange intends to cancel a program at any one of the CITY facilities on any given day, they shall give the CITY a minimum of 24 hours advance notice. If the CITY intends to host an event at any CITY facility that may overlap DOH-Orange programming, the CITY shall give DOH-Orange a minimum of 24 hours notice.
6. Participant Registration. DOH-Orange will maintain a sign in sheet of all participants and shall require a properly executed form holding the City of Orlando harmless to be kept on file for each participant. DOH-Orange will not charge a fee for this program. The City will request copies of weekly sign in sheets and hold harmless forms for attendance purposes. The CITY reserves the right to inspect any hold harmless form signed by participants at any time during the program hours to ensure compliance with CITY rules, regulations and this Agreement. Failure to provide the forms shall be a material breach of this Agreement.
7. Annual membership. In exchange for scheduling and administering the 8 Weeks to Wellness Program for the City of Orlando, DOH-Orange employees may purchase an annual membership for \$ 63.90 per person. This membership includes use of the City's gymnasiums and weight rooms at the following locations during operational hours: College Park Community Center; Dover Shores Community Center; Dr. James R. Smith Neighborhood Center; Engelwood Neighborhood Center, Downtown Recreation Complex; John H. Jackson Center; Wadeview Community Center; and Northwest Community Center. DOH-Orange employees must show employee ID when purchasing an annual membership.
8. Hold Harmless/ Indemnification/Insurance.  
Each party to this Agreement shall be fully responsible for acts of negligence by its own officers, employees, or agents, when acting within the scope of their employment or agency. The Florida Department of Health in Orange County, a state agency or subdivision agrees to be liable for any damages resulting from said negligence, as provided in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by DOH-Orange or the CITY to be sued by third parties. Neither party to this Agreement is agreeing to indemnify the other party to this Agreement or any third parties.

9. Individual Waivers.

Prior to the commencement of classes, DOH-Orange shall also require all of its instructors and administration staff associated with the 8 Weeks to Wellness Program to submit properly executed individual waivers holding the CITY and its officials and employees harmless from any liability associated with their use of any CITY gymnasium, weight room, or classroom used by DOH-Orange. DOH-Orange shall submit a copy of each release form to the Recreation Division Manager. All forms will be reviewed by the Recreation Division Manager or his designee for CITY compliance prior to use.

10. Advertising. All written flyers, programs, newsletters, and promotional materials will designate the CITY OF ORLANDO Recreation Division as a partner in the 8 Weeks to Wellness Program. All publications must be presented to the Recreation Division for prior approval 30 days before printing and distribution.

11. Maintenance. The CITY agrees to pay any normal utility cost or other operational expenses of CITY recreation facilities. DOH-Orange shall be responsible for the general clean up of the areas used following each class session.

12. Equipment. DOH-Orange will purchase its own equipment for its programs, and will transport it to each session. The CITY shall not be responsible for any theft or damage to any DOH-Orange equipment.

13. Termination. This agreement may be terminated by either party, without cause, upon thirty (30) day written notice to the other party.

14. Notice. Notice to the parties under this agreement shall be in writing and provided to the following address by mail or hand-delivery to:

CITY: Families, Parks and Recreation Department  
Recreation Division  
Attn: Recreation Division Manager  
595 North Primrose Drive  
Orlando, Florida 32803

Organization: Florida Department of Health in Orange County  
Office of Community Health  
Attn: Kevin M. Sherin, MD, MPH, MBA  
6101 Lake Ellenor Drive  
Orlando, Florida 32809

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date set forth above.

CITY OF ORLANDO

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form and legality for the use and  
Reliance of the City of Orlando, Florida only

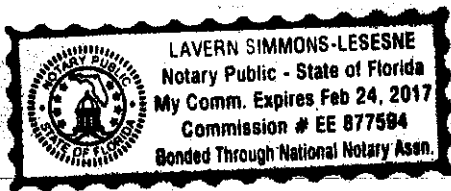
\_\_\_\_\_  
City Attorney  
City of Orlando, Florida

ATTEST:

*Kevin M. Sherin, MD, MPH, MBA, FACPM*  
\_\_\_\_\_  
Kevin M. Sherin, MD, MPH, MBA, FACPM  
Public Health Officer- Director

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12 day of March, 2014, by (Name of Officer) Dr. Hale (title) of Senior Physician FDOH organization, on behalf of the organization. He/she is personally known to me or has produced state badge as identification.



*Lavern Simmons-Lesesne*  
\_\_\_\_\_  
Notary Public

My commission expires: 2-24-2017