

Arthritis Foundation Program Co-sponsorship Agreement

The Arthritis Foundation ("AF"), **Florida Chapter** ("AF Local"), has agreed to co-sponsor the following AF programs: Arthritis Foundation Exercise Program, Arthritis Foundation Aquatic Program at the City of Hallandale Beach ("Co-sponsoring Agency" or "Agency"), with its facility location at Peter Bluesten Park in Hallandale Beach, FL (and locations listed on Addendum A). This co-sponsorship is contingent upon the following conditions, to which the parties agree by the signatures of their representatives below:

I. The Co-sponsoring Agency will be responsible for the following:

1. **Personnel and Training:**

- a) Ensure that the AF programs are only taught by persons who have successfully met the pre-requisites, completed an approved leader/ instructor training workshop, and maintained their AF certification. Recertification training must be obtained by the leaders/ instructors every three years. If the approved leader/ instructor leaves the Agency, the program must be discontinued until a qualified leader/ instructor is obtained.
- b) Ensure that any program training workshops done in collaboration with the Agency include representatives of the AF and are conducted by AF program trainers approved by the AF. Agree that the leader/ instructor training workshops are only open to those who meet the pre-requisites and who have been prescreened and approved by the AF.

2. **Facility Standards:** Adhere to the minimum facility standards for the duration of the program as set forth in Exhibit A and made a part of this agreement. Provide any other reasonable accommodation that may be necessary to ensure that the program is accessible to people with disabilities.

3. **Program Implementation:**

- a) Ensure that Agency personnel follow the standardized program curriculum and that there is no variation in the approved program content or process described in the program leader/instructor manuals without prior written permission. The leaders/ instructors shall agree to such by forwarding a signed Statement of Understanding Form to the AF.
- b) Carry out program logistics as outlined in Exhibit B and made part of this agreement.
- c) Adhere to AF guidelines regarding program naming and use of AF logo. Use the full program name "Arthritis Foundation Exercise Program, Arthritis Foundation Aquatic Program, Arthritis Foundation Self-Help Program, "Arthritis Foundation Tai Chi Program" or "Arthritis Foundation Walk with Ease" (or "Walk with Ease" with appropriate use of the AF name and logo) as the official program titles and acknowledge and credit the AF in news releases, published reports, brochures and other program materials.

4. **Program Monitoring, Participant Information and Evaluation:**

- a) Monitor the AF programs to maintain safe, high-quality classes.
- b) Provide the AF with reasonable access to the facility for periodic site visits.
- c) Collect and submit the following to the AF within two weeks of course completion or end of quarter for ongoing classes:
 - 1) Participant Release Form signed by each new class participant. The form is set forth on attached Exhibit C and made part of this agreement.
 - 2) Program Information Forms or equivalent program data.
- d) Notify the AF of any changes in agency contact person, course schedules or leaders/ instructors within 30 days of their occurrence.

5. **Agency Contact Person(s):** The Co-sponsoring Agency shall designate a contact person within the Agency who will receive a copy of this agreement, help ensure that the above responsibilities are upheld, and maintain communication with the AF. This primary contact person's name and contact information is listed below. (A Co-sponsoring Agency with multiple delivery facilities shall indicate additional contact person names and information on Addendum A.)

Eduardo Garcia	954-457-1458	EGarcia@CoHB.org
<i>Name</i>	<i>Phone Number</i>	<i>Email</i>

I. The AF Local will be responsible for the following:

1. Provide and/or participate in training and recertification training for class leaders/ instructors.
2. Provide certification to trained leaders/ instructors after they have taught a series of six class sessions (or six week Walk with Ease class series).
3. Make available marketing materials and/or assist in the promotion of the program to its members and recruitment of class participants.
4. Keep AF certified leaders/ instructors and the Co-sponsoring Agency informed of latest Arthritis Foundation information of interest to class participants or patrons.
5. Assist in ordering AF materials.
6. Assist in conducting site and program evaluations and providing compiled data back to the Agency.

III. Insurance and Liability:

1. The AF Local shall maintain comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit for personal injury and property damage. The Co-Sponsoring Agency is an entity subject to Section 768.28, Florida Statutes, and Co-Sponsoring Agency shall furnish the AF Local with written verification of liability protection in accordance with state law prior to final execution of Agreement.
2. The AF Local shall indemnify and hold harmless the Co-sponsoring Agency, its officers, directors, employees, and volunteers from and against any and all actions, suits, judgments, damages, proceedings, claims, demands, losses, costs, and expenses, including reasonable legal costs and attorneys' fees, arising from or related to any negligence or willful misconduct on the part of the AF, the AF Local, or their respective officers, employees, agents or volunteers in connection with programs that are the subject of this agreement; provided, however, that the Co-sponsoring Agency acknowledges that Leaders/Instructors of the programs that are employees of or are contracted by the Agency are not employees, agents or volunteers of the AF or the AF Local. The Co-sponsoring Agency shall indemnify and hold harmless the AF, the AF Local, and their respective officers, directors, employees, and volunteers from and against any and all actions, suits, judgments, damages, proceedings, claims, demands, losses, costs, and expenses, including reasonable legal costs and attorneys' fees, arising from or related to: (i) any negligence or willful misconduct on the part of the Co-sponsoring Agency, its officers, employees, agents or contractors in connection with programs that are the subject of this agreement, or (ii) the condition or safety of the facility.
3. Nothing in this agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

IV. Notices:

1. Any modification of this agreement shall be binding only if evidenced in writing signed by the authorized representative of both parties.
2. This Co-sponsorship Agreement will terminate three (3) years from the date of signing and is subject to renewal at that time.
3. Either the AF Local, or the Co-sponsoring Agency, reserves the right to terminate this agreement with 30 days written notice delivered by certified mail. However, the AF may terminate the agreement immediately in writing if serious safety violations or apparent disregard for program guidelines is found.
4. Unless notified to the contrary, notices shall be provided as follows:

Arthritis Foundation, _Florida Chapter_:

3816 W. Linebaugh Ave. #303

Address

Tampa, FL 33618

City, State, Zip Code

Susan Cuellar

Representative Name

VP Mission Delivery

Representative Title

800-850-9455 / scuellar@arthritis.org

Representative Phone/E-mail

Representative Signature

Date

Co-sponsoring Agency:

400 S Federal Hwy

Address

Hallandale Beach, FL 33009

City, State, Zip Code

Renee Crichton-Miller

Representative Name

City Manager

Representative Title

(954)457-1300 RCrichton@CoHB.org

Representative Phone/E-mail

Representative Signature

Date

Optional Addendum A: Program Locations

A. Facility/ Location Name Street Address City, State, Zip	B. AF Programs To Be Offered At Site*					C. Facility Contact Person Name Title Phone Number Email Address
	AF Aquatic	AF Exercise	AF Self-Help	AF Tai Chi	AF Walk with Ease	
Hallandale Beach Municipal Pool 202 SE 5 th St Hallandale Beach, FL 33009	XX	XX				Eddie Garcia Aquatic Supervisor 954-457-1458 EGarcia@CoHB.org

*For optional use to indicate which programs are offered at different facilities if there is variation among facilities

In order to ensure their accessibility, safety and overall suitability, the host sites in which Arthritis Foundation (AF) Program classes are conducted must meet the following minimum characteristics and should make every reasonable effort to meet the "recommended" guidelines:

1. An accessible site consistent with the Americans with Disabilities Act, including reasonable accommodations such as:
 - a. Handicapped parking spaces or other designated parking within close proximity.
 - b. At least one building entrance with an easy-to-open door close to parking and useable by persons with disabilities. Entrances with steps must have railings.
 - c. Barrier-free exercise room, meeting room or pool that are accessible to people with disabilities.
 - d. Accessible changing and restroom facilities, with adequate provisions for seating, located near the exercise room or pool.
 - e. Entrance doors that are easily operable by people with upper extremity limitations in the locker room, locker and restroom.

2. Sites offering the Arthritis Foundation Exercise Program, the Arthritis Foundation Tai Chi Program, Arthritis Foundation Self-Help Program or Arthritis Foundation Walk with Ease Program must provide:
 - a. Trained leader/ instructor with CPR certification (required if offering the Arthritis Foundation Aquatic, Exercise, Tai Chi or Walk with Ease Program and recommended for the Arthritis Foundation Self-Help Program).
 - b. It is also recommended that sites provide an exercise/ meeting room set-up that facilitates safe, comfortable, effective group interaction and activity, with features such as:
 - Sufficient space for easy movement.
 - Sufficient space for assistive devices such as walkers and crutches.
 - Clutter-free space, to reduce chances of falls or other injuries.
 - Adequate acoustics so the instructor can be easily heard.
 - No other concurrent activities in the room.
 - Adequate lighting, to reduce chances of falls or other injuries.
 - Comfortable room temperature.
 - Sturdy chairs that do not slide easily, preferably of varying heights.
 - Carpeted floor or mats (if offering the AF Exercise Program and doing floor exercises)

3. Arthritis Foundation Aquatic Program sites must provide a pool with:
 - a. Water temperature maintained between 83 and 90 degrees Fahrenheit.
 - b. Readily available safety and water rescue equipment.
 - c. Clean and uncluttered deck area
 - d. Trained leader or instructor with CPR certification
 - e. In accordance with state law, provide a written emergency action plan and an instructor or other person at the pool with current lifeguard or water safety/ rescue certification. If a leader is teaching, it is recommended that there be a second person at the pool or immediately available to assist with water rescue.
 - f. It is also recommended that sites provide a safe, comfortable pool environment including:
 - Air temperature within five degrees of the water temperature.
 - Adequate pool depth and pool size to allow submergence of all joints being exercised and easy movement for all participants.

4. Allow classes to be open to the community unless specific arrangements have been made with the AF.

Exhibit B: Co-sponsoring Agency Responsibilities

The Co-sponsoring Agency and the AF Chapter agree to the following responsibilities (check all that apply):

Part 1: Program Logistics

Possible responsibilities and tasks	What Co-sponsoring Agency Has Agreed to Do (check all that apply)	What AF Has Agreed to Do (check all that apply)
Secure Course Location(s)/ Meeting Facilities	X	<input type="checkbox"/>
Schedule Class Dates and Times	X	<input type="checkbox"/>
Secure Leaders/ Instructors	X	<input type="checkbox"/>
Market Course Offering(s)	<input type="checkbox"/>	X
Register Participants	X	<input type="checkbox"/>
Collect Course Fees	X	<input type="checkbox"/>
Obtain Course Materials	X	<input type="checkbox"/>
Provide Any Needed Equipment	X	<input type="checkbox"/>
Provide AF Consumer Publications/Resources to Participants	<input type="checkbox"/>	X
Collect and Report Participant Outcome Data/ Evaluations	X	<input type="checkbox"/>
Compensate Leaders/ Instructors	X	<input type="checkbox"/>
OTHER—List:	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

Part 2: Training Workshops (COMPLETE ONLY if co-sponsoring training workshops)

Possible responsibilities and tasks	What Co-sponsoring Agency Has Agreed to Do (check all that apply)	What AF Has Agreed to Do (check all that apply)
Secure Training Location(s)	<input type="checkbox"/>	<input type="checkbox"/>
Select and Secure Trainer(s)	<input type="checkbox"/>	<input type="checkbox"/>
Prepare and Orient Trainer(s)	<input type="checkbox"/>	<input type="checkbox"/>
Compensate Trainer(s)	<input type="checkbox"/>	<input type="checkbox"/>
Market Training and Recruit Trainees	<input type="checkbox"/>	<input type="checkbox"/>
Secure Lodging for Trainer and Trainees	<input type="checkbox"/>	<input type="checkbox"/>
Handle Training Registration	<input type="checkbox"/>	<input type="checkbox"/>
Collect Training Fees	<input type="checkbox"/>	<input type="checkbox"/>
Screen and Approve Training Applications	<input type="checkbox"/>	<input type="checkbox"/>
Create Roster	<input type="checkbox"/>	<input type="checkbox"/>
Obtain Training Materials	<input type="checkbox"/>	<input type="checkbox"/>
Provide Training Equipment (AV/Flipcharts/Etc.)	<input type="checkbox"/>	<input type="checkbox"/>
Arrange for/ Provide Lunch and/or Refreshments	<input type="checkbox"/>	<input type="checkbox"/>
Copy/ Provide Any Needed Forms and Resource Materials	<input type="checkbox"/>	<input type="checkbox"/>
Deliver Training Materials to Workshop Site	<input type="checkbox"/>	<input type="checkbox"/>
Set-up/Tear Down Training Location(s)	<input type="checkbox"/>	<input type="checkbox"/>
Collect Paperwork (Workshop Evaluations, roster, etc.); Send to AF	<input type="checkbox"/>	<input type="checkbox"/>
OTHER—List	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

Participant Release Form

I understand and agree that there are risks, both foreseeable and unpredictable, associated with any exercise or education program. I am aware of these risks and agree that my participation is at my own risk. I hereby agree that neither the Arthritis Foundation, nor any co-sponsoring agency or facility, nor their respective chapters, officers, directors, employees, agents, members or volunteers, shall assume or have any responsibility or liability for the expenses or medical treatment or for compensation for any injury I may suffer during or resulting from my participation in the Arthritis Foundation program, regardless of where any injury occurs or whether any such injury occurred in a formal or informal program. I do hereby, for myself, my heirs, executors and administrators, waive, release and forever discharge the Arthritis Foundation (and any related entities) and any co-sponsoring agency or facility (as well as their agents, employees and volunteers) from any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of or in any way connected with my participation in this or any future Arthritis Foundation program.

I understand that this Participant Release Form has important legal consequences and limits my ability to recover money if I am injured as a result of my participation in this program. I have been given the opportunity to discuss its terms and consequences with an attorney of my choosing if I wish to do so.

I also represent and warrant that I have been advised to seek consultation from my doctor about whether I can safely participate in this program and whether there are precautions or limitations to my participation.

I understand and agree that the goal of the Arthritis Foundation and the co-sponsoring facility is to provide a safe program environment free from disruption or harassment. To this end, the Arthritis Foundation and the co-sponsoring agency reserve the right to deny admission to those individuals whose behavior is disruptive, or who harass other program members or staff.

I understand and agree that a copy of this form will be provided to the Arthritis Foundation as well as any co-sponsoring agency or facility. The Arthritis Foundation (and any related entities) and any co-sponsoring agency or facility may rely upon this Participant Release Form.