

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
Baptist Health  
**AND**  
City of Coral Gables

**SECTION I – Purpose**

The purpose of this agreement is to ensure the implementation of community health education and recreation programs at City of Coral Gables Parks and to continue to develop and expand a framework of cooperation (“Partnership”) between Baptist Health South Florida (“BHSF”) and the City of Coral Gables. This Memorandum of Understanding stands to establish the responsibilities of each entity within the Partnership and the terms and conditions under which the Partnership will operate. BHSF desires to provide community health, education and wellness related classes or programs in Coral Gables, open to the community and at no cost to the participant.

In consideration of the above-shared interests, BHSF and City of Coral Gables agree as follows:

**SECTION II – Services**

**A. City of Coral Gables SHALL:**

- Provide park and facility space to BHSF for the sole purpose of health education and wellness-related classes or programs.
- Provide said park and facility space only with approval in writing from the Parks and Recreation Director and for programs that have been mutually agreed upon in writing by both parties.
- Display or distribute BHSF program and related materials.
- Provide a waiver of all fees related to programming including permits and facility or park rental fees or building maintenance services so that programs can be delivered to community free of charge.
- Continuously publicize services of the program through the Partnership.

**B. Baptist Health South Florida SHALL:**

- Provide access to and/or support for the following services in the community, based on mutually agreed upon opportunities:
  - a. Expert-led community exercise programs or classes
  - b. Education classes or programs
  - c. Wellness classes or programs
  - d. Biometric screenings
  - e. Health promotion services
- When applicable, BHSF will provide regular periodic reports to the CITY identifying the demographics of the population (type of disability, age, gender, ethnicity, zip code of the person making inquiry), number of persons served, and types of services rendered.
- Any BHSF staff that interacts with children must have any legally required background check and drug screening that the City of Coral Gables specifies in writing in advance performed at BHSF expense. To the extent that BHSF uses subcontractors to conduct classes or provide any other services, BHSF will

require that such subcontractors personnel meet any background checks or screening requirements provided by the City of Coral Gables

**C. Mutual Interest and Understanding:**

This Agreement outlines the collaboration between **Baptist Health South Florida** and **The City of Coral Gables** in establishing a partnership for presenting health, wellness and exercise classes and programs for the community at no cost to the community resident. This collaboration will assist in the development of an extensive wellness program presented by the City of Coral Gables' Community Recreation Department.

It is the shared purpose of this Agreement for both organizations to collaborate. Specifically, the organizations will work together pursuant to the attached collaborative plan. This plan specifies in greater detail the purpose and scope of collaboration.

This Agreement will remain in effect until terminated in writing by either party.

**D. Indemnification and Hold Harmless**

BHSF will hold harmless the City of Coral Gables, its appointed and elected officials, attorneys, administrators, officers, consultants, agents and employees from and against any third party claims, damages, losses, and expenses resulting in personal injury, death, or damage to property (collectively the "Losses") directly arising out of or resulting from the health, wellness and exercise classes and program conducted by BHSF at the City of Coral Gables sites, to the extent such Losses are not attributable to the negligent acts or omissions of the City of Coral Gables or its personnel, or any negligent conditions at any of the City of Coral Gables sites.

**E. Non-Fund Obligating Document**

This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures.

**SECTION III – Contacts**

The principal contacts for this agreement are:

**Baptist Health**  
**Contact Name: Lissette Egues**  
**Address: 1500 San Remo Avenue**  
**Suite 420, Coral Gables, 33146**  
**Email: LissetteE@baptisthealth.net**

**City of Coral Gables**  
**Contact Name: Fred Couceyro**  
**Address: 405 University Drive**  
**Coral Gables, 33134**  
**Email: fcouceyro@coralgables.com**

With a copy for any legal notices to:

Baptist Health South Florida  
ATTN: General Counsel  
6855 Red Road, Suite 500  
Coral Gables, FL 33143

**SECTION IV – Modification/Termination**

Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

Any of the parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration.

**SECTION V – Signatures**

The parties agree that the Partnership is mutually beneficial and agree to the terms specified herein. This agreement will become effective on the date signed by both parties and remain in effect for one full year.

**Baptist Health**

**City of Coral Gables**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**Printed Name:**

**Printed Name:**

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_