

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") by and between the **NORTH BROWARD HOSPITAL DISTRICT d/b/a BROWARD HEALTH**, a special taxing district of the State of Florida ("Broward Health"), and the **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida ("City"), is entered into effective as of February 1, 2019, nunc pro tunc (the "Effective Date").

WHEREAS, Broward Health is a special taxing district duly organized pursuant to the laws of the State of Florida with the authority to contract for services;

WHEREAS, City is a municipality duly incorporated pursuant to the laws of the State of Florida with the authority to contract for services;

WHEREAS, City owns and operates the Beach Community Center, located at 3351 N.E. 33rd Avenue, Fort Lauderdale, Florida 33308;

WHEREAS, City desires trained instructors to facilitate health-related fitness classes in senior strengthening, chair yoga, body sculpting, flexibility, Pilates, tai chi, yoga and Zumba, and provide lectures in health-related programming targeted to adults and older adults at the Beach Community Center (collectively, the "Services");

WHEREAS, Broward Health is recognized as a public hospital system devoted to healthcare and safety of the residents of northern Broward County, as having the necessary expertise, skill and capabilities to provide the Services;

WHEREAS, City has engaged Broward Health to provide the Services on behalf of City; and

WHEREAS, Broward Health desires to provide these Services to the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the City and Broward Health as follows:

1. **Recitals:** The parties hereto acknowledge and agree that the above recitals are true and correct and are hereby incorporated by this reference.
2. **Description of Work:** The term "Services" shall mean the professional services as set forth in this Agreement, which shall consist of health-related fitness classes, programming, and lectures at the Beach Community Center through the use of Broward Health instructors, as described with more particularity in Exhibit B, attached hereto and incorporated herein by reference.
3. **Payment:** City shall pay Broward Health eighty percent (80%) of gross revenues received by City in registrant fees for the previous one (1) month period ("Pay Period") Broward Health provides Services. City shall provide payment to Broward Health within thirty (30) days after the conclusion of each Pay Period. Broward Health shall not be entitled to any reimbursable expenses, unless otherwise specifically provided in this Agreement. Broward Health shall have the right to audit or examine the books and records maintained by City within respect to registrant fees received by City under this Agreement. All terms of payment shall be subject to Florida's Local Government Prompt Payment Act, sections 218.70-218.80, Florida Statutes.

Broward Health shall be responsible for any costs associated with background screenings for their

instructors. Instructors shall be required to obtain a Level 2 Background Check issued by the City of Fort Lauderdale. Background screenings shall take place annually in the month of May. Broward Health shall be assessed a charge for each instructor based on the current rates and sales taxes, which in no event shall not exceed Forty Dollars (\$40.00) per background check. The total cost for all background checks shall in no event exceed Eight Hundred Dollars (\$800.00) per year.

4. **Term:** The initial term of this Agreement shall be for a period of twenty-four (24) months commencing on the Effective Date (“Term”), unless otherwise terminated as provided herein. This Agreement may be extended for additional terms upon the mutual written consent of the parties (each, a “Renewal Term” and collectively, “Renewal Terms”).
5. **Independent Contractor:** Broward Health and City agree that Broward Health (and Broward Health’s agents, employees and instructors of Broward Health) is/are independent contractor(s) with respect to the services provided pursuant to this Agreement. Nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between Broward Health and City or any other relationship between the parties. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Broward Health nor employees, agents, or instructors of Broward Health shall be entitled to any benefits, including but not limited to health and dental insurance, wellness, pension, or workers compensation accorded City employees, by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security, or for contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Broward Health or any employee, agent, or instructor of Broward Health. The parties expressly acknowledge that City and its appointed officials, agents, representative, or employees do not have the ability to exercise control or direction over the manner or method by which Broward Health performs any Services which are the subject of this Agreement. This Agreement is non-exclusive and both parties are free to contract for similar Services with others while this Agreement remains in effect.
6. **Assignment:** Neither party may assign any interest in this Agreement nor transfer any of its obligations hereunder whether by assignment, novation or otherwise without the consent and approval by City. However, Broward Health may, in its discretion, engage qualified independent contractor(s) at all times to comply with the duties and responsibilities set forth herein. Notwithstanding the foregoing, Broward Health may assign this Agreement and its rights hereunder to any successor or entity owning or operating Broward Health, to a wholly owned subsidiary of Broward Health or to any entity in which Broward Health has an ownership interest, or to an entity which acquires substantially all of its assets.
7. **Successors and Assigns:** This Agreement shall be binding upon the successors, legal representatives or permitted assigns of the parties hereto.
8. **Termination:** This Agreement may be terminated for convenience or cause by either party by giving ninety (90) days written notice of said termination to the other. The City Manager or his designee is authorized to terminate this Agreement on behalf of the City. Further, this Agreement may be terminated by either party for cause. For purposes of this Agreement, “cause” shall mean any act or omission of either party which is contrary to the other’s business interests, reputation, or good will, or for any material breach of this Agreement, and failure to cure such breach within thirty (30) days following written notice of such breach. Upon such Notice of Termination, no further students shall be registered or enrolled in classes offered at the Beach Community Center by Broward Health. The City is not precluded from offering similar classes after expiration or earlier termination of the Agreement. Upon notice of termination, Broward Health shall only be

paid for classes taught by Broward Health instructors.

9. **Changes:** City may, from time to time, request reasonable changes in the scope of services to be performed by Broward Health. Changes which are mutually agreed upon by City and Broward Health shall be incorporated in written amendments to this Agreement signed by both parties.

10. **Insurance**

Broward Health and the City maintain a self-insurance fund, which provides for liability coverage. Broward Health and the City agree to keep such self-insurance fund in full force and effect continuously during the term of the Agreement. Broward Health and the City carry, and will continue to carry, workers' compensation coverage as required by law.

11. **Indemnification:**

Both parties agree to indemnify the other party, its commissioners, agents, servants, representatives, and employees from and against any and all claims, actions, damages, costs and expenses, including attorney's fees, arising out of or in connection with any negligent acts or omissions of the other party in the performance of its obligations under this Agreement. Notwithstanding the foregoing, nothing in this section is intended to alter or waive Broward Health's or City's entitlement to statutory or common law sovereign immunity, or to extend Broward Health's or City's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

12. **Governing Law:** This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Florida, without regard to conflicts of law principles. All duties and obligations of the parties created hereunder are performable in Broward County, Florida and Broward County, Florida shall be the sole and exclusive venue for any dispute, litigation, special proceeding or other proceedings as between the parties that may, directly or indirectly, be brought or arise out of or in connection with or by reason of this Agreement. Both parties hereby agree to waive any jurisdictional, venue or inconvenient forum objections to the state and federal courts with jurisdiction in Broward County.

13. **Disclosure of Information:** During the Term of this Agreement, City may be privy to information which is confidential and proprietary to Broward Health. This information includes trade secrets, exposure to entities with which Broward Health has a contractual relationship, and clients with whom Broward Health has a professional relationship. To the extent this information is exempt from disclosure or is confidential pursuant to Florida or federal law, City shall not, other than in the normal conduct of its duties, either during the Term of this Agreement, any Renewal Term, or at any time thereafter, use for its own benefit, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of Broward Health which City has acquired in the course of or as incident to contracting with Broward Health (whether relating to past, present or clients, associates and employees or otherwise). This Section shall not prohibit City from disclosing any information pursuant to a subpoena or court order in criminal, civil or administrative proceedings or if required pursuant to chapter 119, Florida Statutes. In recognition of the fact that the foregoing obligations shall survive the termination of this Agreement, City agrees that upon termination of this Agreement, whether by expiration of the Agreement, or with or without cause, it will turn over to Broward Health all records, documents and copies and transcriptions thereof relating to Broward Health's business which are in possession of, or under the control of City, or its owners, employees, agents, servants, representatives, officers or contractors, excluding those documents which are considered to be the work product of such individual, or copyrighted material or which are required to be retained under chapter 119, Florida

Statutes. Notwithstanding the foregoing or anything herein to the contrary, City understands and agrees that the confidentiality provisions are subject to Ch. 119, *et seq.*, Florida Statutes, as may be amended from time to time.

A breach by City of any of the provisions of this Section may:

- (i) constitute “cause” for the termination of this Agreement; and
- (ii) entitle Broward Health to seek a permanent injunction or other injunctive relief in order to prevent or restrain any such breach by City or any and all persons or entities directly or indirectly acting for or with City. The rights and remedies of Broward Health under this Section may be in addition to and not in limitation of any of the rights, remedies, or damages available to it at law or in equity.

City's signature on this Agreement is acknowledgement that the foregoing subsections were carefully read and considered, and having done so, City agrees that the restrictions set forth in this Section are fair and reasonably required for the protection of the interests of Broward Health. In the event that, notwithstanding the foregoing, any part of the covenants set forth in this Section shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of this Section shall be declared by a court of competent jurisdiction to be unreasonable or unenforceable, the court may enforce the provision in a way which it deems to be reasonable and enforceable.

- 14. **City's Confidential Information:** Broward Health, as a political subdivision of the State of Florida, is subject to disclosure obligations pursuant to Chapter 119, Florida Statutes, also known as Florida's Public Records Act, which makes materials communicated to or from Broward Health subject to disclosure unless specifically exempted from disclosure or made confidential under Florida Statutes. City shall be solely responsible for any legal actions necessary to defend City's assertion of a trade secret or other exemption from public record disclosure. Broward Health bears no responsibility regarding the confidentiality of any City trade secret materials in Broward Health's possession other than the aforementioned.
- 15. **Third Parties:** This Agreement is entered into solely for the benefit of the parties hereto and their successors in interest, and is not entered into for the benefit of any other person or entity. Without limiting the generality of the foregoing, this Agreement shall not be construed as establishing, with respect to any third party, any obligation, duty or standard of care or practice different from or in addition to whatever obligations, duties or practices may exist separate and apart from this Agreement.
- 16. **Corporate Compliance:** City acknowledges that Broward Health has adopted a program to facilitate its compliance with laws and regulations ("Compliance & Ethics Program"). City acknowledges that it has a standard of conduct policy and mandates compliance with all applicable laws and regulations by its employees. In the event that City discovers alleged non-compliant conduct by City associated with City's provision of services under this Agreement which adversely affects the services hereunder, it will notify the Broward Health's Compliance Department in a timely fashion. City acknowledges and understands that the failure to have applicable City employees complete the City's compliance training may constitute a material breach of this Agreement.

17. **Gratuities:** Broward Health may, by written notice to City, terminate the right of City to proceed under the Agreement if it is found after notice and hearing by the either the President/Chief Executive Officer or the Executive Vice President/Chief Financial Officer, that gratuities in the form of entertainment, gifts, monies, or ownership were offered or given by City, or any agent or representative of City, to any appointed official, officer or employee of Broward Health, for the purpose of securing the Agreement, or obtaining favorable treatment with respect to the award of, or amendment to, any agreement, or the making of any determination with respect to the performance of any such contract.
18. **Attorney's Fees:** In connection with any litigation, mediation, arbitration, special proceeding or other proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other party its costs and reasonable attorney's fees, through and including any appeal or post-judgment proceeding. The City and Broward Health's liability for costs and reasonable attorney's fees, however, shall not alter or waive either party's entitlement to sovereign immunity, or extend either party's liability beyond the limits established in section 768.28, Florida Statutes, as amended.
19. **No Waiver; Remedies Cumulative:** Any failure by any party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise a right or remedy shall not operate as, or be construed to be, a waiver of any existing or subsequent breach of the same or other provision of this Agreement. The rights and remedies of the parties to this Agreement are cumulative and not alternative.
20. **Changes in Law:** In the event that there is a change in a statute, regulation or the application or interpretation thereof, or the adoption of new legislation which may otherwise make this Agreement illegal or unenforceable, the parties agree to use their best efforts to agree upon modifications to this Agreement which will make it legal and enforceable. If after using best efforts, the parties are unable to reach any such agreement, then either party may terminate this Agreement upon thirty (30) days written notice to the other party.

In the event there is a change in a statute, regulation or the application of interpretation thereof, or the adoption of new legislation which materially affects Broward Health's health care delivery system, the parties agree to use their best efforts to agree upon modifications to this Agreement which will allow a health care delivery system by Broward Health, which is consistent with new trends and beneficial to the community. If, after using best efforts, the parties are unable to reach any such agreement, then either party may terminate this Agreement upon thirty (30) days written notice to the other party.

21. **Notice:** Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested, hand delivery, or reputable overnight carrier (e.g. Fed Ex, UPS) to the following addresses:

To City:

City of Fort Lauderdale
Parks and Recreation Director
701 S. Andrews Avenue
Fort Lauderdale, FL 33316

With a copy to:

City Attorney's Office
City of Fort Lauderdale
100 North Andrews Ave, 7th Floor

Fort Lauderdale, FL 33301

To Broward Health:

Contracts Administration
Broward Health
1800 NW 49 Street, Suite 120
Ft. Lauderdale, FL 33309

With a copy to:

General Counsel
Broward Health
1800 NW 49 St.
Fort Lauderdale, FL 33309

22. **Sovereign Immunity:** The parties hereto acknowledge that both parties, as political subdivisions of the State of Florida, enjoy sovereign immunity. Nothing in this Agreement shall be construed to require either party to indemnify the other party or insure the other party for that party's negligence or to assume any liability for the other party's negligence. Any provision in this Agreement that requires either party to indemnify, hold harmless, or defend the other party from liability for any other reason shall not alter the indemnifying party's waiver of sovereign immunity or extend that party's liability beyond the limits established in section 768.28, Florida Statutes. Further, nothing in this Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in section 768.28, Florida Statutes, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in this Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure both parties of the limitation from liability provided to Florida's subdivisions under Florida law.
23. **Limitation of Liability or Remedy:** Any sections of the Agreement that tend to limit or eliminate either party's liability or access to the remedies available at law or in equity shall have no application.
24. **Force Majeure:** Neither party shall be liable nor deemed to be in default for any delay or failure in performance of this Agreement or other interruptions of service deemed resulting directly, or indirectly, from acts of God, civil or military authority, acts of public enemy, or accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees or any similar cause beyond the reasonable control of either party.
25. **Publicity:** Without limitation, City and its employees, agents, and representatives shall not, without prior written consent of Broward Health in each instance, use in advertising, publicity or other promotional endeavor, Broward Health's logo, the name Broward Health, the name of any Broward Health employee or officer, or represent, directly or indirectly, that any product or service provided by the City has been endorsed by Broward Health, or refer to the existence of this Agreement in press releases, advertising or materials distributed to the City's prospective clients.
26. **Compliance with Laws and Standards:** Broward Health shall perform Services under the Agreement in accordance with any and all applicable regulations and accreditation standards and both parties shall comply with all federal, state, and local laws, ordinances, rules and regulations applicable to the supplies, products, equipment, software or services furnished under or pursuant to this Agreement.
27. **Modification:** No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

28. **Public Records:** In order to comply with Florida's public records laws, Broward Health shall:

- a. Keep and maintain public records required by the City to perform the Services required under this Agreement.
- b. Upon request from City's custodian of public records, provide City with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Broward Health does not transfer the public records to City.
- d. Upon completion of the Agreement, transfer, at no cost to City, all public records in possession of Broward Health or keep and maintain public records required by City to perform the services required under the Agreement.
- e. If Broward Health transfers all public records to City upon completion of the Agreement, Broward Health shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- f. If Broward Health keeps and maintains public records upon completion of the Agreement, Broward Health shall meet all applicable requirements for retaining public records.
- g. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with City's information technology systems.

IF BROWARD HEALTH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BROWARD HEALTH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

In order to comply with Florida's public records laws, the City shall:

- a. Keep and maintain public records required by Broward Health to perform the Services required under this Agreement.
- b. Upon request from Broward Health's custodian of public records, provide Broward Health with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records

disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if City does not transfer the public records to Broward Health.

- d. Upon completion of the Agreement, transfer, at no cost to Broward Health, all public records in possession of City or keep and maintain public records required by Broward Health to perform the services required under the Agreement.
- e. If City transfers all public records to Broward Health upon completion of the Agreement, City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- f. If City keeps and maintains public records upon completion of the Agreement, City shall meet all applicable requirements for retaining public records.
- g. All records stored electronically must be provided to Broward Health, upon request from Broward Health's custodian of public records, in a format that is compatible with Broward Health's information technology systems.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 473-7303, PublicRecordsRequest@browardhealth.org, or North Broward Hospital District d/b/a Broward Health, 1800 NW 49th Street, Fort Lauderdale, FL 33309 .

29. **Responsibilities of City:** In the performance of its obligations pursuant to this Agreement, City shall:

- a. Provide classroom training facilities with a stereo and microphone at the Beach Community Center and shall provide a designated area within the Beach Community Center or another suitable area provided by Broward Health and the City's Parks and Recreation Director.
- b. Be responsible for registering students for the classroom instruction to be provided under this Agreement and for collecting and handling student fees. Those fees collected by City will be provided to Broward Health in accordance with this Agreement.
- c. Provide Broward Health with a participant roster of students registered for each class. The roster shall be delivered at the end of each calendar month and shall contain signatures of each registered student and the amount paid for the class.
- d. The parties acknowledge that the City is not obligated or required to purchase any additional equipment or materials to assist Broward Health's performance of this Agreement.
- e. City reserves the right to request that a particular instructor of Broward Health be removed and replaced.

- f. City reserves the right to cancel or reschedule any of Broward Health's classes due to scheduling conflicts or other emergencies, as determined by City's Parks and Recreation Director, or his or her designee.
 - g. City reserves the right to suggest or comment on subjects taught by Broward Health under this Agreement.
 - h. Under no circumstances shall any employees or agents of City be considered or held out as Broward Health employees. The acts, omissions and negligence of City's employees and instructors shall be the sole responsibility of City. City shall be fully responsible for the negligent acts or omissions of its employees and agents.
 - i. City shall not discriminate against any worker, employee, patron or member of the public on the basis of race, creed, religion, age, sex, disability or national origin.
 - j. City shall operate and conduct the business and Services covered by this Agreement in accordance with all applicable statutes, rules, regulations, ordinances and laws of the State of Florida, Broward County, and the Charter of Broward Health, as may now exist or may be hereafter adopted.
30. **Legal Representation:** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.
31. **Headings/Number, Gender:** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural.
32. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.
33. **Entire Agreement:** This Agreement, and all attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this Agreement will be of any force and effect.
34. **Survival:** The following sections shall survive the termination of this Agreement: "Indemnification", "Governing Law", "Payment" and "Attorney's Fees".

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

**NORTH BROWARD HOSPITAL DISTRICT
D/B/A BROWARD HEALTH**

By: _____
Alexander Fernandez, SVP/Chief Financial Officer

Date: _____

WITNESSES:

[Witness print or type name]

[Witness print or type name]

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Alex Fernandez, as SVP/Chief Financial Officer of North Broward Hospital District d/b/a Broward Health. He is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____
Commission Number: _____

APPROVED as to Legal Form:

By: _____
General Counsel's Office Broward Health

Date: _____

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above and have agreed to the terms of the Agreement.

WITNESSES:

CITY OF FORT LAUDERDALE

By: _____
Dean J. Trantalis, Mayor

[Witness print or type name]

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

[Witness print or type name]

(CORPORATE SEAL)

ATTEST:

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:

Kimberly Cunningham Mosley
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____
Commission Number: _____

Exhibit A

Scope of Work

In its performance of Services under the terms of this Agreement, Broward Health shall perform and be responsible for the following:

- a) Broward Health shall provide specialized health-related fitness classes and programming at the Beach Community Center through the use of Broward Health instructors. Broward Health shall, in consultation with City, provide a schedule of classes to be offered under this Agreement.
- b) Broward Health shall provide, hire, pay and be fully responsible for qualified instructors to provide instruction in a multitude of health-related fitness, wellness, and healing arts classes. Under no circumstances shall these instructors or other employees or agents of Broward Health be considered or held out to the employees of the City, as Broward Health is an independent contractor in accordance with the Agreement. The acts, omissions and negligence of Broward Health's employees and instructors shall be the sole responsibility of Broward Health. Broward Health shall be fully responsible for its employees, agents, and the instructors hired to provide the Services under this Agreement.
- c) Broward Health is responsible for fitness equipment at the Beach Community Center.
- d) Broward Health and City shall cooperate jointly in organizing, scheduling, and directing publicity for the health-related programming provided under this Agreement. Any publicity shall be acceptable only upon mutual agreement of both parties.
- e) Broward Health instructors shall be responsible for any costs associated with background screenings. Broward Health Instructors shall be required to obtain a Level 2 Background Check issued by the City of Fort Lauderdale. Background screenings shall take place annually in the month of May. A charge will be assessed for each instructor based on the current rates and sales taxes for background screenings.
- f) Broward Health agrees to provide a ten (10%) discount to all City of Fort Lauderdale employees for the specialized health-related fitness classes and programming provided by Broward Health under this Agreement.
- g) Broward Health reviews invoices of payments and may audit or examine as needed.
- h) Broward Health is responsible for six (6) monthly biometric screenings, lectures or health-related topics at Beach Community Center for the months January through June of each calendar year of this Agreement to be provided by Broward Health employees.
- i) Broward Health instructors must be certified in CPR and provide proof of such to City.
- j) Broward Health, while acting pursuant to this Agreement, shall not discriminate against any worker, employee, patron or member of the public on the basis of race, creed, religion, age,

sex, disability or national origin.

- k) Broward Health shall operate and conduct the business and Services covered by this Agreement in accordance with all applicable statutes, rules, regulations, ordinances and laws of the State of Florida, Broward County, and the Charter and ordinances or other regulations of the City of Fort Lauderdale and its Parks and Recreation Department, as may now exist or may be hereafter adopted.