

AGREEMENT
Between
THE CITY OF DORAL
And
BAPTIST HEALTH SOUTH FLORIDA, INC.

This Agreement is made and entered into as of the date executed by both parties (the "Effective Date") by the City of Doral, a municipal corporation organized and operating under the laws of the State of Florida, with a business address of, 8401 NW 53 Terrace, Doral, FL 33166, hereinafter referred to as "CITY", and Baptist Health South Florida, Inc., a not for profit corporation organized and authorized to conduct business in the State of Florida with a business address of 6588 Red Road, Coral Gables, Florida, 33143, hereinafter referred to as "Baptist". The CITY and Baptist are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the CITY operates the Doral Legacy Park, located at 11400 NW 82 St. Doral, FL 33178 (hereinafter referred to as the "CENTER"), and provides services to those eligible individuals served by the CENTER;

WHEREAS, the City has extended the offer for naming rights sponsorship for the Doral Legacy Park indoor gym and walking track for an initial three (3) year period with an option for two (2) additional one-year renewals;

WHEREAS, this private/public partnership proved to be beneficial for the City in helping the City be more sustainable; and

WHEREAS, Baptist will support the CITY as it enhances wellness for the community through the commitment of resources, including a \$12,500 annual commitment for up to five years for the naming rights sponsorship of the walking track and indoor gymnasium at the CENTER, as described herein.

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, the Parties agree as follows:

1. General Collaboration. The parties enter into this Agreement for the purpose of naming rights for the Doral Legacy Park indoor gym and walking track.
2. Baptist acknowledges that the CITY provides other programs and events at the CENTER, and Baptist's ability to use the CENTER for its events and programs shall be subject to availability of the CENTER, as determined by the CITY, with such use being free of any rental or facility fees related to using the CENTER.
3. Doral Legacy Park. The City hereby grants to Baptist the - exclusive naming rights with respect to the walking track at the CENTER ("Track"). The City further agrees to include the Baptist name and mark(s) on and/or within the Center and in promotions and communications involving the Center and/or the Track. The Parties

agree to the naming and marketing benefits set forth on Exhibit "A" attached hereto and incorporated herein. To the extent the Baptist name or mark(s) will be included in any signage, promotional materials or communications, Baptist will provide the applicable art and mark(s), replace and produce signs or promotional materials. Before CITY can use the Baptist name and/or mark(s) in any manner, Baptist must approve such use(s) in writing. In exchange for the foregoing, Baptist agrees to pay to CITY Twelve Thousand Five Hundred and No/100 dollars (\$12,500.00) per year for up to five (5) years provided that this Agreement is still in effect.

4. Health Promotion. The CITY can request messages, communication, or promotional information from Baptist to place in the CENTER and in CITY communications to the community. Within a commercially reasonable time after such request, Baptist will provide appropriate health and wellness information at no cost to the CITY to promote healthy lifestyles.
5. Marketing. The CITY agrees to promote classes, educational programs and screening events provided by Baptist Health taking place at City facilities or virtually, via its marketing vehicles including, but not limited to, its monthly calendar, city channel, city newspaper, and housing newsletter.
6. Participation in Other CITY Events. CITY will notify Baptist of relevant opportunities to participate in future events organized by the CITY. If Baptist desires to participate in any such future event(s), then Baptist must follow the applicable protocols, rules and regulations to participate in such event(s).
7. Representatives. Each Party designates a primary representative for purposes of this Agreement. Initially, the CITY's primary contact will be the City Manager or his/her designee and Baptist's primary representative will be Maria Luisa Gonzalez.
8. Term. The term of this Agreement shall be for three (3) years from the Effective Date (the "Term"). The parties may agree to extend this Agreement for two (2) additional one-year periods for a grand total of five (5) years upon the execution of a written amendment to this Agreement to provide for the additional Agreement period, and any revisions to terms and conditions. Either Party may terminate this Agreement at any time, for any reason, upon thirty (30) days advance written notice to the other Party.
9. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be sufficient, if in writing and hand delivered (in person or by courier) or sent postage prepaid by certified or registered mail, return receipt requested, or by reputable overnight courier with tracking capabilities, to a Party's business address as set forth below or sent by facsimile to the facsimile number set forth below or by e-mail to the e-mail address set forth below. A notice shall be deemed given hereunder upon hand delivery or upon transmission by facsimile or e-mail (subject, in the case of facsimile transmission, to confirmation from sender's facsimile machine or, in the case of e-mail transmission, to no automatic receipt by the sender of notice that such

e-mail is undeliverable and provided, in each case, that such notice is separately sent by any one of the other methods outlined above other than facsimile or e-mail) or three (3) business days after depositing in the U.S. mail if sent by certified or registered mail or one (1) business day if by a reputable overnight courier with tracking capabilities. The address or facsimile number or e-mail address for sending any notice may be changed by a Party by giving written notice to the other Party as provided in this Section. For the present, Baptist and the CITY designate the following as the respective places for giving of notice:

CITY: Hernan M. Organvidez
Acting City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.
City Attorney
8401 NW 53rd Terrace
Doral, FL 33166

BAPTIST: Maria Luisa Gonzalez
1500 San Remo Ave. Suite 350
Coral Gables, FL 33146

COPY TO: Baptist Health South Florida
Office of the General Counsel
6855 Red Road, Suite 500
Coral Gables, Florida 33143
Telephone 786.662.7022
Facsimile Number 786.662.7332

10. Indemnification. Each Party shall defend, indemnify, and hold harmless the other Party, and its respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with such Party's negligent actions or omissions, willful misconduct or violation of applicable laws, rules or regulations; provided, however, that such Party's indemnification obligations shall be reduced to the extent that the other party's negligent actions or omissions, willful misconduct or violation of applicable laws, rules or regulations caused or resulted in the demand, claim, loss, suit, liability, cause of action, judgment or damage. The indemnifying Party shall reimburse the indemnified Party for its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with the foregoing. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation

Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. **THE PARTIES ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL BAPTIST BE RESPONSIBLE OR LIABLE FOR THE ACTIONS OR INACTIONS OF ANY EXERCISE INSTRUCTORS RETAINED PURSUANT TO THIS AGREEMENT.**

11. Intellectual Property. Neither Party shall use any trademark, service mark, trade name, or logo of the other party (or any of its affiliates), including any portions thereof, including without limitation any office or unofficial name, or any fictitious name of the other Party, without the prior written consent of the other Party. Neither Party shall infringe any trademarks, copyrights or any other intellectually property rights of the other Party or any of its affiliates.
12. Insurance. Baptist agrees to maintain (through a self-insurance program or otherwise) during the term of this Agreement such insurance coverage as set forth on Exhibit B attached hereto. City agrees to provide to Baptist, on or before the date of this Agreement, a copy of its certificate of insurance, and to immediately notify Baptist of any cancellation or material changes to such coverage occurring during the term of this Agreement.
13. Independent Contractors. The Parties acknowledge and agree that they are independent contractors and not employees, partners, joint venturers, franchisors or franchisees. Neither Party shall have the authority to bind the other Party, or make representations, promises, guarantees, warranties, covenants, contracts, agreements, or otherwise act, on behalf of the other Party.
14. Compliance With Laws. Baptist and CITY shall comply with the requirements of all applicable federal, state and local laws, rules and regulations. Baptist and CITY each expressly represent, warrant and covenant that no remuneration shall be made at any time, directly or indirectly, by either party to any person or entity as an inducement or remuneration for the referral or admission of a patient to Baptist or any of its affiliates, and neither party shall take any action in violation of any applicable healthcare fraud and abuse laws. To the extent applicable, both Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 and associated regulations.
15. Federal Access. In the event CITY shall be deemed to be a subcontractor subject to the disclosure requirements of 42 U.S.C. § 1395x(v)(1)(I), or amendments thereto, until the expiration of four (4) years following the completion of furnishing services under this Agreement, upon written request of Baptist, CITY shall make available to the Secretary of the Department of Health and Human Services, or to the Controller General, or any duly authorized representatives thereof, a copy of this Agreement and such books, documents, and records of CITY that are necessary to certify the nature and extent of the costs to Baptist of the services provided pursuant to this Agreement. If CITY carries out its duties of this Agreement through a subcontract with a related organization involving a value or cost of \$10,000.00 or more over a twelve-month

period, CITY shall cause such subcontract to contain a clause to the effect that until the expiration of four (4) years after furnishing of such services pursuant to such subcontract, upon written request of Baptist, the subcontractor shall make available to the Secretary, or to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of the subcontractor that are necessary to verify the nature and extent of costs incurred by CITY for such services.

16. Amendments. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
17. Binding Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
18. Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.
19. Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.
20. Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
21. Legal Representation. It is acknowledged that each Party to this Agreement had the opportunity to be represented by legal 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.
22. Governing Law. This Agreement shall be governed by the laws of the State of Florida, without regard to conflicts of law provisions providing otherwise. Venue shall be in Miami-Dade County, Florida.
23. Change in Law. This Agreement is intended to comply with existing federal, state and local laws, rules and regulations. However, the Parties acknowledge that the existing law and regulations may change and that the courts, or federal or state agencies with appropriate jurisdiction, may change their interpretation of existing law. Upon the enactment or amendment of any federal, state or local law or regulation, or upon the

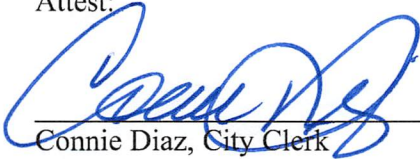
issuance of any judicial or interpretive ruling of any existing federal, state or local law or regulation, that renders this Agreement illegal or materially changes the obligations of the Parties, either party may notify the other party of such event. The Parties shall use their best efforts during a fifteen (15) day period after such notice is sent to mutually agree to such amendments to this Agreement as to permit its valid and legal continuation. If after such fifteen (15) day period, the Parties are unable to agree to amend this Agreement, this Agreement shall automatically terminate.

24. Adverse Impact on Tax Status. Nothing in this Agreement shall be construed to require Baptist to take any action or omit to take any action which, in the reasonable opinion of Baptist tax or bond counsel, may have an adverse impact on the tax exempt status of Baptist or result in the imposition of intermediate sanctions under Section 4958 of the Internal Revenue Code of 1986, as amended (“Sanctions”), on Baptist or its officers or directors. In the event implementation of any provisions of this Agreement presents in the reasonable opinion of counsel for Baptist a material risk of loss of Baptist tax exempt status or the imposition of Sanctions, or if any provision of this Agreement is held invalid, illegal or unenforceable, Baptist and CITY shall promptly negotiate in good faith a lawful, valid and enforceable provision that is an similar in terms to such invalid or possibly invalid provision as may be possible while giving effect to then future benefits and burdens accruing to the parties hereunder, and which removes the risk, if any, of loss of Baptist tax exempt status and/or the imposition of Sanctions, and the remaining provisions of this Agreement shall remain binding on the parties hereto.
25. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
26. Extent of Agreement. This Agreement represents the entire and integrated agreement between the CITY and Baptist with respect to the subject matter described herein, and supersedes all prior negotiations, representations or agreements regarding this subject matter, either written or oral.
27. Assignment. Neither Party may assign, delegate or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other party; provided, however, that this Agreement may be assigned by Baptist to a wholly owned affiliate of Baptist without the consent of CITY. Any purported transfer shall be null and void and of no force and effect and may be grounds for immediate termination of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its _____, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

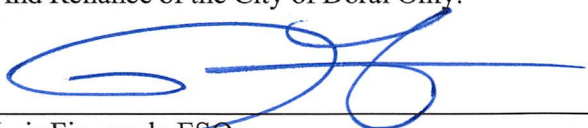
CITY OF DORAL

By: 

Hernan M. Organvidez,
Acting City Manager

Date: 4-12-22

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo ESQ.
City Attorney

BAPTIST HEALTH SOUTH FLORIDA

By: _____
Its: _____
Date: _____

 Mihaela Ionescu, AVP, Contracts and Sourcing Digitally signed by: MIH04344 Reason: 1. I am approving this document. Date: 4/8/2022 5:44:05 PM

Exhibit "A"
Naming and Marketing Benefits

The following outlines the Naming Benefits for Baptist Health South Florida:

Baptist Health South Florida will have the naming rights to the walking track at Doral Legacy Park for the duration of this agreement. In addition to the naming rights, specific marketing benefits in the form of a wall decal and floor decals will be located inside the walking track and cardio deck throughout the duration of this agreement.

Other marketing benefits for Baptist Health South Florida may include:

- BHSF logos placed on flyers of sponsored programs/activities.
- BHSF logo to be included on City website as it pertains to BHSF sponsored programs/activities.
- Additional benefits may be discussed but ultimately must be approved by the City.

PLEASE NOTE: City of Doral benefits are listed throughout this agreement.

EXHIBIT "B"
INSURANCE REQUIREMENTS

I. Commercial General Liability

a. Limits of Liability

Bodily Injury & Property Damage Liability
Each Occurrence \$1,000,000
Policy Aggregate \$1,000,000
Personal & Advertising Injury \$1,000,000 Products & Comp. Ops (**If Applicable**) \$1,000,000
Sexual Abuse & Molestation \$100,000

b. Endorsements Required:

City of Doral listed as an Additional Insured
8401 NW 53rd Terrace, Doral, FL 33166

Contingent Liability
Premises and Operations Liability

II. Workers Compensation (Coverage A)

Statutory limits as required - State of Florida

Employer's Liability (Coverage B)

\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

III. Professional Liability/Error's & Omissions (If Applicable)

a. Limits of Liability

Each Claim \$250,000
Policy Aggregate \$250,000 "Retro Date" coverage included

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this Agreement.

Policies shall provide the CITY written notice of cancellation or material change from the insurer in accordance to policy provisions. If coverage will not be replaced within 10 days with no lapse in coverage, instructor is required to notify CITY directly.

All insurance will be provided by companies authorized to do business in the State of Florida, or provided through a self-insurance program. Companies must be AM Best rated no less than “A-“, “Class VI”.

Requirements herein are minimums. Coverages, limits, policies and certificates of insurance are subject to review, verification, and amendment by Risk Management.

RESOLUTION No. 22-04

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A NAMING RIGHTS SPONSORSHIP AGREEMENT WITH BAPTIST HEALTH SOUTH FLORIDA FOR THE DORAL LEGACY PARK INDOOR GYMNASIUM AND WALKING TRACK FOR A PERIOD OF THREE YEARS WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS FOR A TOTAL OF FIVE (5) YEARS, IN AN AMOUNT OF \$12,500.00 ANNUALLY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Parks & Recreation Department runs and operates Doral Legacy Park which provides services to the community; and

WHEREAS, the City and Baptist Health have expressed mutual interest in moving forward with continuing the naming rights sponsorship at Doral Legacy Park Community Center which was previously approved by Mayor and Councilmembers (17-42); and

WHEREAS, this private-public partnership proved to be beneficial for the City in helping the City be more fiscally sustainable by gaining additional sponsorship revenue and aligns with the department's mission of promoting a healthy lifestyle to the community; and

WHEREAS, the terms of this naming rights sponsorship falls in line with the findings of the City's sponsorship valuation study which was previously approved (21-161); and

WHEREAS, the City Manager's Office respectfully requests the approval from the Mayor and City Councilmembers to authorize the City Manager to execute the naming rights sponsorship agreement with Baptist Health South Florida for an initial period of three (3) years with the option to renew for an additional two (2) one (1) year renewals for a total of five (5) years in the amount of \$12,500 annually.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF
THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval & Authorization. The Mayor and City Councilmembers authorize the City Manager to execute an agreement a naming rights sponsorship agreement with Baptist Health South Florida for a period of three (3) years with the option to renew for an additional two (2) one (1) year renewals for a total of five (5) years in the amount of \$12,500 annually. Revenue will be deposited into 001.9000.347401 (Recreation- Sponsorship).

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Vice Mayor Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 12 day of January, 2022.




JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY