

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20041496

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Lee County Parks and Recreation Letter of Agreement with Arthritis Foundation, Florida Chapter.

WHY ACTION IS NECESSARY: Approval of this agreement will allow Lee County Parks and Recreation to provide the Arthritis Foundation Aquatic Programs.

WHAT ACTION ACCOMPLISHES: This agreement will allow our staff to become certified through the Arthritis Foundation and provide a variety of aquatic exercise classes at our four year round pools.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # All**

C11A

3. MEETING DATE:

01-04-2005

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN.
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Parks & Recreation
- C. DIVISION

BY: John Yarbrough

John Yarbrough

7. BACKGROUND:

On November 14, 2001, the Lee County Board of County Commissioners, approved and executed the first Letter of Agreement with the Arthritis Foundation, Florida Chapter. This subsequent Letter of Agreement is a continuation and provides Aquatic Programs. These programs are water exercise programs designed for persons with arthritis. Water exercise is especially good for people with arthritis since it can relieve the strain on muscles and joints. These classes will be provided at the four year round pools which include North Fort Myers Community Pool, Lehigh Acres Community Pool, San Carlos Community Pool and Pine Island Community Pool.

No funding will be required. Please see attached agreement.

8. MANAGEMENT RECOMMENDATIONS:

*12-17-04
CCM*

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i>	<i>N/A</i>	<i>N/A</i>		<i>[Signature]</i>	<i>GA</i>	<i>OM</i>	<i>Risk</i>	<i>GC</i>	<i>[Signature]</i>
					<i>12/20/04</i>	<i>12/20/04</i>	<i>12/20/04</i>	<i>12/20/04</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN: *CP*
12/20/04
4:10 pm 547
COUNTY ADMIN
FORWARDED TO: *11*
12/20/04
9:46 am

Rec. by CoAtty
Date: 11/17/04
Time: 2:10
Forwarded To:
Budget
12/20/04 1:25 pm

**LETTER OF AGREEMENT
BETWEEN
ARTHRITIS FOUNDATION, FLORIDA CHAPTER
A
Lee County Parks & Recreation

Arthritis Aquatic Program**

The Arthritis Foundation, Florida Chapter (hereinafter referred to as Chapter), its Regional Office located at 501 Village Green Pkwy #5, Bradenton, Florida, Manatee County (hereinafter referred to as "Regional Office"), and Lee County, a political subdivision of the State of Florida, and charter county, by and through us Board of County Commissioners hereinafter referred to as "County" hereby agree to cooperate in offering the Arthritis Foundation Aquatic Program (hereinafter referred to as Program). Where as the Arthritis Foundation Aquatic Program is a water exercise program designed for persons with arthritis. Water exercise is especially good for people with arthritis, since it can help relieve the strain on muscles and joints. The program gives participants the opportunity to do gentle activities in warm water, with guidance from a certified instructor.

The parties agree to the following terms and conditions:

1. Only staff and volunteers who have successfully completed the Arthritis Foundation Aquatic Instructor training workshops as required and approved by the Chapter will conduct the Program. Refresher training must be obtained within three years. If the approved instructor(s) leaves the facility, the Program must be discontinued until another qualified instructor completes the approved training.
2. There is to be no variation in the approved Program process or content without prior written permission from the Chapter, in order that uniform standards may be maintained. The instructor(s) will agree to such by signing an Agreement Form.
3. Class participants who register for the Program shall obtain a signed physician's information form. If class participants enroll in a consecutive series, a new physician's information form is not necessary. However, if there is more than a three-month lapse in attendance, a new form shall be submitted. In addition, if a participant's health status changes (for example, the development of high blood pressure or diabetes), this individual shall report the health change to the instructor and shall obtain physician's information form signed by his/her physician. (This does not apply to Lee County)
4. Details of proposed schedules and fees will be submitted to the Regional Office to facilitate handling inquiries and referrals. Any subsequent changes will be reported to the Regional Office immediately.
5. The Arthritis Foundation must be notified at least 6 weeks in advance of any proposed County instructor training workshops. All training workshops for the Program must include representatives of the Arthritis Foundation. Training

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workshops are only open to those who meet certain qualifications and who have been prescreened and approved.

6. Obligations of County:

- a. Ensure that all instructors have attended the training workshop for the Program and that they attend recertification workshops every three years.
- b. Offer the Program to residents throughout the area as a community service of both the County and the Regional Office.
- c. Conduct promotional efforts to advertise and market the program, providing copies of all materials to the Regional Office for prior approval.
- d. Use the official Program title, "Aquatic Program and acknowledge and credit the Arthritis Foundation, Florida Chapter, in all presentations, news releases, published reports, brochures and other Program materials. The official Arthritis Foundation logo will be provided for use in all instances.
- e. Provide a site that is appropriate and physically accessible to the disabled for conducting the classes, in accordance with Program guidelines stated on page 3, 7b.
- f. Register participants, obtaining from each an application form, (Exhibit A), and submitting either the original or a copy to the Regional Office for their files.
- g. Send a roster of participants' names and addresses, following the format provided, to the Regional Office on a quarterly basis.
- h. Collect fees from those who register in accordance with the amount mutually agreed upon: NO Fees.
- i. Carry Commercial General Liability Insurance covering the applicable premises and the Facility's use thereof against claims for personal or bodily injury or death or property damage occurring upon, in or about the applicable premises (including contractual indemnity and liability coverage) affording protection to the limit of not less than \$1,000,000, combined single limit, in respect to injury or death to any number of persons and all property damage arising out of any one occurrence, with a reasonable deductible acceptable to the Chapter. Annually providing the Chapter with a Certificate of Insurance outlining the extent of coverage. This Letter of Agreement shall not be in force and the program may not be offered until the Certificate of Insurance is received by the Chapter.

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- j. Have written accident/emergency policies and procedures in place. The Facility will routinely provide orientation and practice opportunities for its staff.
 - k. Assist in periodic evaluation of the Program by providing forms for the participants to complete, and subsequently forwarding them to the Regional Office, together with any suggestions from Course Instructor(s).
7. The County agrees to:
- a. The County will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.
 - b. Allow site visits without prior notification to ensure that the following guidelines are maintained:

FOR AQUATIC PROGRAM:

- Water temperature - 83°F minimum. When temperature is above 88°F, the exercise level should not be strenuous and participants should be carefully watched for signs of hyperthermia. Extremely high temperatures (i.e., above 90°F) may be dangerous if participants are very active in the water.
- Air temperature – Draft-free within 5°F above the water temperature
- Accessible pool entry, i.e., stairs with railing and/or ramp
- Clean and uncluttered deck area
- Readily available safety equipment
- Adequate pool depth
- Personnel on-site with current lifeguard certification (or approved equivalent), CPR and first aid training

FOR PACE PROGRAM:

- The room should be large enough for easy movement and to allow space for assistive devices (i.e., walker, crutches, etc.).
- The room should have adequate acoustics so the instructor can be easily heard.

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- There are to be no other concurrent activities in the room.
- The room should be free of clutter and have adequate lighting to reduce chances of falls or other injuries.
- The room should be carpeted or mats must be available if Program includes floor exercises.
- The temperature should be comfortable with no drafts.
- The chairs must be sturdy and not slide easily. They should be of different heights, some with arms.
- Either the instructor or other qualified person present must have CPR and first aid training.

FOR SELF-HELP PROGRAMS AND TURN-KEY PROGRAMS:

- The County should provide any equipment needed by the instructor, such as flipcharts, blackboards or audiovisual equipment.
- The room should have adequate acoustics so the instructor can be easily heard.
- There are to be no other concurrent activities in the room.
- The room should be free of clutter and have adequate lighting to reduce chances of falls or other injuries.
- The temperature should be comfortable.
- The chairs must be sturdy and not slide easily. They should be of different heights, some with arms.
- Either the instructor or other qualified person present must have CPR and first aid training.

8. The Arthritis Foundation, Florida Chapter, agrees to:
 - a. Provide the required training for County instructors in accordance with the guidelines and materials provided by the National Arthritis Foundation.
 - b. Assist in the promotion of the program to its members, including listing the Facility on all Chapter Program information lists and website.
 - c. Assist in recruitment and orientation of volunteer assistants, as appropriate.
 - d. Use the title as previously stated as the official title of the Program, and acknowledging and crediting Lee County Parks & Recreation as co-sponsor in all promotional materials.
 - e. Provide Arthritis Foundation literature and other class participant materials as appropriate, in coordination with Course Instructor(s).

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- f. Provide consultation as needed should any questions or problems arise.
 - g. Assist in the evaluation of the Program by reviewing evaluation forms completed by class members, and in discussion with Course Instructor(s) and other appropriate Facility staff.
 - h. Prove adequate insurance coverage for the Program as a co-sponsoring agency. The Arthritis Foundation's insurance policy includes a general liability per occurrence limit of \$1,000,000.
9. The Chapter agrees to:
- a. Indemnify, defend and hold the County harmless from any claims asserted against, resulting to, imposed upon, or incurred by the County as a result of the negligence of the Chapter or Regional Office or the negligence of the Chapter's or Regional Office's employees or agents occurring in connection with the offering of the Program at the Facility.

The Chapter will indemnify and save the County harmless from all claims or demands, including an allowance for reasonable attorney's fees incurred by the County in the defense thereof, for injuries to person(s) or damage to property arising out of the Chapter's negligent use of the premises asserted by or on behalf of the Chapter, Chapter's employees, agents, invitees, or any other third persons, and from any and all injury or damage done by any of them to the premises.

This Letter of Agreement may be terminated with 30 days written notice by either party with or without cause. However, the Arthritis Foundation may terminate the Agreement immediately in writing if serious safety violations or apparent disregard for Program Guidelines is found. This Agreement may be amended only by the written amendment executed by all of the parties hereto. This Agreement Expires 3 years from the date of the execution unless renewed in writing and signed by both parties 3 months prior to expiration.

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IN WITNESS WHEREOF, Lee County and the Arthritis Foundation, Florida Chapter have caused this agreement to be executed on _____, 2004 by their authorized officers.

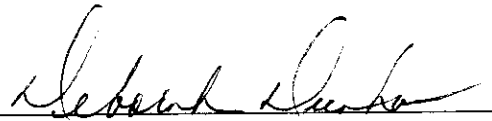
ATTEST:
CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

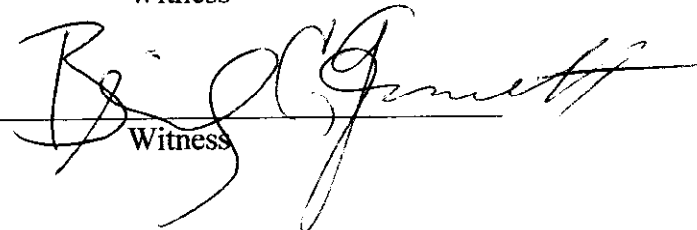
By: _____
Deputy Clerk

By: _____
Chairman

Arthritis Foundation, Florida Chapter

By: 
Witness

By: 
Project Manager

By: 
Witness

APPROVED AS TO LEGAL FORM

By: _____
Lee County Attorney's Office