CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS

CC: 8C

Amend No. _____

Date prepared: July 19, 2007 **Council Meeting Date: August 21, 2007**

TO: Terry Ellis, City Manager

FROM: J.P. de la Montaigne, Community Services Director J.P.

PREPARED BY: Brenda Rehnke, Recreation Manager BR

SUBJECT: Agreement with Sun Health

RECOMMENDATION:
That the Mayor and City Council approve an agreement with Sun Health to provide joint wellness related programs at the Rio Vista Recreation Center.

SUMMARY:
The Rio Vista Recreation Center is scheduled to open to the public on Sunday, September 9. We would like to partner with Sun Health to offer wellness related programs and classes. Sun Health is a non-profit, community-based West Valley healthcare network that provides diverse services and programs to help people "Live Well". The potential benefits of this partnership to the community include: greater access to knowledgeable and experienced health professionals through the Sun Health network, expanded wellness-related programs to include education, fitness assessments and health screenings, opportunities to attend support groups for residents coping with similar health issues and increased knowledge about community resources.

Initial programming through the agreement will include collaboration of monthly health themes, personal fitness assessments and wellness plans, joint programming which will include an educational and fitness component and blood pressure screenings. Marketing the activities and classes with be done by both parties and will include links on the respective websites. This will allow us to distribute our programs to a wider audience.

A partnership between the City of Peoria and Sun Health would allow us to develop holistic health and wellness programs to match the needs of our community. Staff recommends that City Council approve the agreement with Sun Health.

ATTACHMENT:
Agreement with Sun Health

CITY CLERK USE ONLY:

☐ **Consent Agenda**
☐ **Carry Over to Date:**_____
☐ **Approved**
☐ **Unfinished Business (Date heard previous:**_____**)**
☐ **New Business**
☐ **Public Hearing: No Action Taken**

ORD. #_____ **RES. #**_____
LCON#0707 **LIC. #**_____
Action Date:

REV. 07/05

Agreement Between Sun Health and the City of Peoria for Collaborative Wellness-Related Programs at Rio Vista Recreation Center

This Agreement is entered into, effective as of the date of last signature below, by and between Sun Health Corporation, a non-profit, community-based west Valley healthcare network ("Sun Health"), and the City of Peoria, an Arizona municipal corporation ("City").

1. Purpose and Scope. The purpose of this Agreement is to outline the terms under which Sun Health and the City will cooperate to provide wellness-related programming at the Rio Vista Recreation Center located in the City's Rio Vista Park in the general area of Thunderbird Road and the Loop 101 Freeway in Peoria, Arizona ("Rio Vista Recreation Center"). The potential community benefits of this relationship include: access to knowledgeable and experienced health professionals through the Sun Health network; expanded wellness-related programs including education, fitness assessments and health screenings; opportunities for the formation of support groups for City residents coping with similar health issues; and increased publicity regarding available community resources.

2. Duration.

(a) The Agreement is effective on the date of last signature.

(b) Subject to the default and early termination provisions below, the Agreement shall expire on June 30, 2009; provided however that the parties may agree in writing at any time to extend it to another date certain.

(c) Either party may terminate this Agreement without cause upon 60 days written notice to the other party.

3. Obligations of Both Parties. Both parties agree to do all the following.

(a) Discuss the creation of programs consistent with the purpose of this Agreement. Initial programs to be discussed include: monthly health themes and observance events, personal fitness assessments and wellness plans, possible joint programs (e.g., fitness classes combined with an educational component), and blood pressure screenings.

(b) Designate a primary liaison to carry out the purposes of this Agreement.

(c) Cooperate in the development of marketing materials. All marketing activities and materials (flyers, news releases etc.) for joint activities between the City and Sun Health will note that the activity is the result of collaboration between the two organizations. The liaisons will develop exact wording. Logo standards will be observed in the marketing materials. Both parties will display such materials at their respective locations.

(d) Create a link on their respective websites to the corresponding home page of the other (for the Sun Health Community Education and Wellness Center and the Rio Vista Recreation Center), to be visible on each party's home page.

(e) Coordinate all registrations through the Rio Vista Recreation Center. The liaisons will have the flexibility to work out different arrangements on a case-by-case basis should the need arise.

(f) The parties will share attendance and evaluation reports to ensure accurate data is obtained.

4. Sun Health Obligations. Sun Health agrees to do all the following:

(a) Devote the resources necessary to implement those programs jointly agreed-upon with the City.

(b) Provide health care equipment at the Rio Vista Recreation Center that is appropriate and typical for recreational community health purposes (such as blood pressure cuffs, heart rate monitor, spirometer, etc.).

(c) Sun Health shall indemnify and hold the City harmless against any causes of action, claims, or damages arising out of the negligence or intentional acts of Sun Health, its officers, employees, agents, or contractors, and will acquire a liability insurance policy covering its activities at the Rio Vista Recreation Center under this Agreement that names the City as an additional insured.

5. City Obligations. City agrees to do all of the following:

(a) Devote the resources necessary to implement those programs jointly agreed-upon with Sun Health.

(b) Provide the non-medical space and equipment appropriate and typical for a Recreation Center (such as tables, chairs, Audio Visual, etc.).

(c) Allow Sun Health employees to purchase annual memberships at the Rio Vista Recreation Center at the same cost as the City's adopted Corporate Rate applicable to Peoria-based businesses.

(d) City shall indemnify and hold Sun Health harmless against any causes of action, claims, or damages arising out of the negligence or intentional acts of the City, its officers, employees, agents, or contractors, and will acquire a liability insurance policy covering its activities at the Rio Vista Recreation Center under this Agreement that names Sun Health as an additional insured.

6. Default. If either party fails to meet an obligation imposed pursuant to this Agreement, the non-defaulting party shall submit a written notification to the other party of the potential default. If the defaulting party does not satisfy the obligation within 30 days of written notice, the other party may declare a default of the Agreement and terminate the Agreement at that time.

7. Notices. When required by this Agreement to provide written notice, including payments, the parties shall send such notice by Regular Mail to the following addresses:

To the City: Community Services Director
City of Peoria
8401 West Monroe Street
Peoria, AZ 85345

To Sun Health: Director, Community Education and Wellness Centers
Sun Health Corporation
13632 N. 99th Avenue
Sun City, AZ 85351

8. Conflict of Interest. This Agreement shall be subject to termination for conflicts of interest pursuant to A.R.S. § 38-511.

9. Governing Law. This Agreement shall be governed by the laws of the State of Arizona.

10. Amendments. Amendments to this Agreement shall be in writing, signed by both parties.

The parties hereby indicate their agreement to the foregoing terms by affixing their signatures below.

Sun Health

Dated: 8/8/07

By: Leland W. Peterson
Its: President/CEO

L CON 07007

CITY OF PEORIA, ARIZONA

Dated: _____

_____
By: Terrence Ellis
Its: City Manager

ATTEST:

_____
Mary Jo Kief, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

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Named Insured: Sun Health Corporation

ACORD CERTIFICATE OF LIABILITY INSURANCE

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DATE 06/08/2007

PRODUCER 877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

INSURED
Sun Health Corporation
10401 W. Thunderbird Road
Sun City, AZ 85351

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A Continental Casualty Company	20443-002
INSURER B	
INSURER C	
INSURER D	
INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	HMU10643790212	12/31/2006	12/31/2007	EACH OCCURRENCE $ 10,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) $
		CLAIMS MADE X OCCUR				MED EXP (Any one person) $
						PERSONAL & ADV INJURY $
						GENERAL AGGREGATE $ 10,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG $
		X POLICY PRO-JECT LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) $
		ANY AUTO				
		ALL OWNED AUTOS				BODILY INJURY (Per person) $
		SCHEDULED AUTOS				
		HIRED AUTOS				BODILY INJURY (Per accident) $
		NON-OWNED AUTOS				
						PROPERTY DAMAGE (Per accident) $
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
		ANY AUTO				OTHER THAN AUTO ONLY: AGG $
		EXCESS LIABILITY				EACH OCCURRENCE $
		OCCUR CLAIMS MADE				AGGREGATE $
						$
		DEDUCTIBLE				$
		RETENTION $				$
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT $
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE $
						E.L. DISEASE - POLICY LIMIT $
A		OTHER Hospital Prof. Liability	HMU10643790212	12/31/2006	12/31/2007	$10,000,000 Limit $ 500,000 Sir Limit Claims Made

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of Peoria is added as Additional Insured as required by written contract and in association with the Sun Health Wellness Program at Rio Vista Recreation Center.

CERTIFICATE HOLDER

City of Peoria
Attn: Jackie Stanley
8401 W. Monroe
Peoria, AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

LICON 07007

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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