

fully executed

ORDINANCE NO. 56-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A WELLNESS SERVICES AGREEMENT BETWEEN THE MEDINA COMMUNITY RECREATION CENTER AND MEDINA HOSPITAL, A CLEVELAND CLINIC HOSPITAL, FOR A WELLNESS PARTNERSHIP.

WHEREAS: The City of Medina desires to continue as a wellness partner with the Medina Community Recreation Center (MCRC) for certain community events; and

WHEREAS: Medina Hospital desires to serve as the official "Wellness Partner" of the MCRC.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized to enter into a Wellness Services Agreement between the Medina Hospital, a Cleveland Clinic Hospital, and the Medina Community Recreation Center for a wellness partnership for the community.

SEC. 2: That a copy of the Wellness Services Agreement is marked Exhibit A, attached hereto and made a part hereof and is subject to the Law Director's final approval.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: April 27, 2015

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 28, 2015

SIGNED: Dennis Hanwell
Mayor

ORD. 56-15
EXH. A

Wellness Service Agreement

This Wellness Services Agreement ("Agreement") is made and entered into as of July 1st, 2015. ("Effective Date") between the City of Medina, for its Medina Community Recreation Center ("MCRC"), with its principal place of business at 855 Weymouth Road, Medina Ohio 44256 and Medina Hospital, A Cleveland Clinic Hospital ("Hospital"), located at 1000 E. Washington Street, Medina, Ohio 44256.

WHEREAS, MCRC is an organization in the business of providing recreational services to its local community; and

WHEREAS, Hospital desires to become a wellness partner of certain of MCRC's community services, as described herein, and receive certain marketing and promotional opportunities associated with said services on the terms and conditions set forth in this Agreement; and

WHEREAS, Hospital desires to serve as the official "Wellness Partner" of MCRC;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, Hospital and MCRC agree to as follows:

1. SERVICES.

MCRC agrees to provide the wellness benefits and promotional services at the locations and dates set forth and as described on the attached EXHIBIT A, which is hereby incorporated by reference (the "Services").

2. Independent Contractor Status.

In the performance of MCRC's obligations under this Agreement, MCRC shall at all times act as and be deemed an independent contractor. Nothing in this Agreement shall be construed to render MCRC or any of its employees, agents, or officers, an employee, joint venture, agent, or partner of Hospital. MCRC is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of Hospital, except as specifically set forth herein. The employees, methods, facilities, and equipment of MCRC shall at all times be under MCRC's exclusive direction and control.

3. Fees.

Fees and financial support for all Services under this Agreement provided by the parties shall be set forth in Exhibit A. If the Services outlined in Exhibit A are substantially changed, modified, reduced or cancelled, then Hospital shall be entitled to either a refund of the reasonably attributable portion of its wellness fee, or to additional Services from the MCRC in lieu thereof.

4. Responsibilities of MCRC

MCRC shall use its best efforts to facilitate and promptly complete the Services. MCRC will determine the methods, details and means of facilitating the Services.

5. Conflict of Interest.

Hospital maintains and adheres to a Conflict of Interest Policy. In that connection MCRC represents that no Hospital employees, officers or directors are employees, officers or directors of MCRC or serve on any boards or committees of or in any advisory capacity with MCRC, except as disclosed here in _____.

6. Tax Exempt Status.

The parties recognize that the Hospital is a non-profit, tax exempt organization and agree that all actions taken under this Agreement will take into account and be consistent with Hospital's tax-exempt status. If any part or all of this Agreement is determined to jeopardize the overall tax-exempt status of Hospital and/or any of its exempt affiliates, then Hospital will have the right to terminate this Agreement immediately.

7. Use of Name.

Except as required for purposes of performing its obligations under this Agreement, MCRC shall not use the name, logo, likeness, trademarks, image or other intellectual property of Hospital for any advertising, marketing, endorsement or any other purpose without the specific prior written consent of an authorized representative of Hospital as to each such use.

8. Confidential Information.

During the term of this Agreement, MCRC may learn certain confidential information about Hospital's business and/or operations. MCRC agrees that it will keep all such information strictly confidential, that it will not use such information for any purpose other than to perform its obligations hereunder, and that it will not resell, transfer, or otherwise disclose such information to any third party without Hospital's specific, prior written consent. This section shall survive termination of the Agreement.

9. Notices.

All notices and other correspondence related to this Agreement shall be in writing and shall be delivered by certified mail, return receipt, or by facsimile transmission if the necessary information for delivery of such is shown below, addressed as follows:

If to Hospital

Medina Hospital
Marketing
1000 E. Washington Street
Medina, OH 44256
ATTN: Ellie Westerburg

If to MCRC

Medina Community Recreation Center
855 Weymouth Road
Medina, OH 44256
ATTN: Michael Wright

10. Non-assignment.

MCRC shall not assign or subcontract any of its obligations under this Agreement without the advance written consent of Hospital.

11. Jurisdiction and Venue.

This Agreement shall be governed by the Laws of the State of Ohio, without regard to conflicts of laws, provisions, and any legal action relating, in any way, to this Agreement, shall be brought in the courts sitting in the State of Ohio, County of Medina.

12. Compliance.

By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules and regulations relating to this Agreement as they may be amended from time to time. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement without further obligation on thirty (30) days written notice to the other party.

13. General.

In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect. Any amendment to this Agreement must be in writing and must be signed by the parties. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

14. Term and Termination.

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for three (3) years until June 30th, 2018, unless either party notifies the other in writing of its intent to terminate the Agreement at least thirty (30) days prior to the end of such term.

15. Sponsorship Opportunity.

During the Initial or any Renewal Term of this Agreement, MCRC agrees to provide Hospital the first opportunity to be the "official sponsor" for any wellness event, screening, festival, or other program held either at MCRC, or off-site in conjunction with MCRC ("Event"), that is either initiated by MCRC, or proposed to MCRC by a third party, on terms no less favorable to Hospital. Hospital shall have a reasonable period of time to consider and respond to any such Event presented to it by MCRC. If the Hospital accepts the opportunity to sponsor the Event, the parties shall memorialize such acceptance and the details of the Event sponsorship in writing, which states that such Event sponsorship is governed by the terms of the Agreement.

[Remainder of this page intentionally left blank.]

16. Integration.

This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior written or oral agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

Medina Hospital, A Cleveland
Clinic Hospital

By: *Tom Tulisinski*

Tom Tulisinski
(print name)

Title: President

Date: 5/25/15

City Of Medina

By: *Dennis Hanwell*

Dennis Hanwell
(print name)

Title: Mayor

Date: 4-28-15

APPROVED AS TO FORM
CCF - LAW DEPT.

DATE: 4/17/15 CMSI#: 2476889
BY: *Robert F. Jankovick*

Law Director, City Of Medina

By: *Greg Huber*

Greg Huber
(print name)

Hopital Wellness Agreement Funds
July 1, 2015 - June 30, 2016

<i>Date</i>	<i>Item & Description</i>	<i>Actual</i>	<i>Estimate</i>
Jul - jun	Propel - healthymedina.com platform		\$ 5,000.00
Aug	Marketing Healthy Medina		
	Direct Mail - 5000-8000 homes		\$ 4,000.00
	Print Ads		\$ 2,500.00
Sep/Oct	Fall Walk N Talk Challenge		
	Healthy Medina Promotional items		\$ 200.00
	Prizes		\$ 150.00
Sep - May	After School Nutrition/Health Program - 1 day per wk/35wks		
	Healthy Snacks ~ 50 participants		\$ 1,750.00
	Equipment		\$ 300.00
Sep	Family First Night		
	Presentation/Handouts		\$ 100.00
	Equipment - boardgames, games, activities		\$ 250.00
	Spaghetti Dinner		\$ 500.00
Oct	Senior Day		
	Healthy Medina Promotional items		\$ 300.00
Nov/Dec	Holiday Series - Cooking		
	Presentors/Cooking Demonstrations		\$ 200.00
	Food Supplies		\$ 300.00
	Receipe Book		\$ 100.00
Jan	Healthy Medina Kickoff		
	Healthy Medina Promotional items		\$ 300.00
Jan/Feb	Walk N Talk Challenge		
	Healthy Medina Promotional items		\$ 200.00
	Prizes/Tshirts		\$ 250.00
Mar/Apr	Biggest Loser Competition		
	Healthy Medina Promotional items		\$ -
	Scale/measurement tools		\$ 200.00
	Prizes		\$ 150.00
Mar/Apr	Couch to 5K		
	Healthy Medina Promotional items		\$ -
	pedometer/lap counter		\$ 250.00
	Prizes		\$ 150.00
Mar	Family First Night		
	Presentation/Handouts		\$ 100.00
	Equipment - boardgames, games, activities		\$ -
	Dinner		\$ 600.00
May/Jun	Nutritlon Challenge/Healthy Eating		
	Healthy Medina Promotional items		\$ 200.00
	Prizes		\$ 150.00
May/Jun	Couch to 5K		
	Healthy Medina Promotional items		\$ -
	pedometer/lap counter		\$ 250.00
	Prizes		\$ 150.00
Jun - Aug	Outdoor Activity Competition - Family		
	Cornhole, Bocce, Disk Golf, Horse Shoes, Tennis		\$ 500.00
Jun	Safety Day / Kids Day		
	Promotion items		\$ 300.00
	Hospital Logo on Bball Shirts ~ 1250 Kids (.30/screen)		\$ 375.00
	Hospital Logo on Summer Camp Shirts ~ 165 shirts (.30/screen)		\$ 50.00
	Hospital Loga on MCRC Brochures		\$ -
	Hospital Logo with Health related articles for MCRC e-newsletter		\$ -
	Official Wellness Partner link on MCRC websit		\$ -
			\$ 19,825.00

EXHIBIT A

Wellness and Promotional Services and Fees

1. Promotional Services:

Medina Hospital will serve as the official "Wellness Partner" of the MCRC, and the Cleveland Clinic/ Medina Hospital logo shall be used on related MCRC promotional literature, including brochures, pamphlets, postcards, print advertising, website links, email newsletter, promotional giveaways, etc.

2. Signage:

Medina Hospital signage currently displayed at MCRC will remain for the period of the contract.

Signage includes:

- Exterior signage at main entrance to building, under overhang, large brick wall
- Entrance driveway curb on curved wall next to MCRC section - optional
- New interior building signage for Rehab Services
- Entrance to pool and aquatic therapy treatment area
- Community Room A shall be recognized in all literature and room signage as "Medina Hospital Room." This room will be made available to the Hospital for any meetings or health talks the Hospital requests on a priority basis.
 - Medina Hospital Health Kiosk near main entrance
 - Signage recognizing Medina Hospital on the equipment purchased through previous agreements

3. Screenings:

- Hospital to provide regular screening schedule at MCRC. Education is provided to screening participants.

4. Miscellaneous:

- Hospital staff will provide contributions to the MCRC newsletter, website, etc.
- Hospital Therapy staff to provide quarterly in-services on use of fitness equipment to MCRC fitness room staff.
- Provide graduates of Rehab Services programs with a free one-week pass to the MCRC as an incentive to continue working out and to increase MCRC membership.

5. Fees:

Annual fee for Medina Hospital will be \$20,000 for the Initial Term in 2015 and for any Renewal Term commencing in 2016 and years thereafter.

Fee payments by Hospital shall be due forty five (45) days from receipt of invoice.

6. Use of funds:

The attached spreadsheet outlines the agreed upon schedule of how the annual fee must be used by MCRC during the Initial Term. This outline will serve as a template for each Renewal Term.

**Hopital Wellness Agreement Funds
July 1, 2015 - June 30, 2016**

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