

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

Special Olympics Florida
And
City of Coral Gables

SECTION I- PURPOSE

The purpose of this agreement (the "Agreement") is to ensure the implementation of Special Olympics sports programs at City of Coral Gables Parks and to continue to develop and expand a framework of cooperation ("Partnership") between Special Olympics Florida ("SOFL") and the City of Coral Gables ("CITY")(the "Parties"). This Memorandum of Understanding stands to establish the responsibilities of each entity within the Partnership and the terms and conditions under which the Partnership will operate. SOFL desires to provide programs in Coral Gables, open to the community and at no cost to the participant.

In consideration of the above-shared interests, SOFL and the City of Coral Gables agree as follows:

Section II- Term

This Agreement shall be in effect from the date of signing for twenty-four (24) months.

Section III- Services

A. City of Coral Gables SHALL:

- Provide park and facility space to SOFL for the sole purpose of sports training programs.
- Provide said park and facility space only with approval in writing from the Community Recreation Director and for programs that have been mutually agreed upon in writing by both parties.
- Display or distribute SOFL program and related materials.
- Provide a waiver of all fees related to programming including permits and facility or park rental fees or building maintenance services so that programs can be delivered to the community free of charge.
- Continuously publicize services of the program through the Partnership.
- Have the ability to, with appropriate photographic releases, use and publish photographs taken during SOFL programs without limitation.

B. Special Olympics Florida SHALL:

- Organize and host a minimum of two (2) sports training programs held in City parks or facilities during the term of this agreement.
- Provide the sports training programs at no cost to program participants.
- Provide access and opportunity for sports training programs led by trained and screened Special Olympics coaches.
- Conduct and insure that all Special Olympics coaches and staff participating in sports training programs held in City parks or facilities have passed level II background checks .
- Make their volunteers and coaches available for drug screening as required by

the City.

- Provide sufficient capacity in all sports training programs and insure there is no limit to the number of Coral Gables residents who may participate in any particular sports training program.
- When applicable, SOFL will provide reports to the CITY identifying the demographics of the population (type of disability, age, gender, ethnicity, zip code of the person making inquiry), number of persons served, and sports training services rendered.
- Provide a certificate of insurance and applicable copies of endorsements for general liability with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate with the City as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City.
- Comply with any and all City ordinances, regulations, and policies and any or all applicable Community Recreation policies, regulations, and procedures.

C. Mutual Interest and Understanding:

This Agreement outlines the collaboration between **Special Olympics Florida** and **The City of Coral Gables** in establishing a partnership for providing sports training programs for persons who are intellectually/developmentally delayed and/or with autism. Unified (inclusion) sports training will be provided as well, where applicable. Sports training programs for the community will be provided at no cost.

It is the shared purpose of this Agreement for both organizations to collaborate.

D. Indemnification and Hold Harmless

SOFL will hold harmless the City of Coral Gables, its appointed and elected officials, attorneys, administrators, officers, consultants, agents and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitrations costs) arising out of or resulting from the sports training programs conducted by SOFL pursuant to this agreement including, but not limited to personal injury, death, or damage to property caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of SOFL, any subconsultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City of the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and SOFL's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when SOFL (or any subconsultant or any person or organization directly or indirectly employed by SOFL) is alleged to have

acted willfully intentionally, recklessly, or negligently in the performance of the services contemplated under this Agreement. This provision shall survive termination of the Agreement.

E. Sovereign Immunity

SOFL acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by SOFL against the City other than claims arising out of this Agreement. Specifically, SOFL acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. SOFL acknowledges that it has no right and will not make any claims based upon any of the following:

- (a) Claims based upon any alleged breach by the City of Implied warranties or representations not specifically set forth in this Agreement, as the Parties stipulate that there are no such implied warranties or representations of the City. All obligations of the City are only as set forth in this Agreement;
- (b) Claims based upon negligence or any tort arising out of this Agreement;
- (c) Claims upon alleged acts or inaction by any City Employee or Agent of the City;
- (d) Claims based upon an alleged waiver of any of the terms of this Agreement. SOFL affirms that the provisions regarding notice to claims, and the requirement for a written change order cannot be waived and further, without timely notice of a claim or a written change order as required in this Agreement, SOFL shall not be entitled to additional compensation or an extension of the Contract Time. Such claims for additional compensation or extensions of the Contract Time are waived if SOFL has not given all required notices and obtained a written a change order when required.

F. Non-Fund Obligating Document

This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures.

SECTION IV- NOTICE

Any notice or other document required or permitted to be given hereunder by either party shall be in writing and sent to address set forth for such party below. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Notice to the parties shall be as follows:

Special Olympics Florida
Contact Name: Mark Thompson
Address: 444 Brickell Avenue, Suite 335
Miami, FL 33131

City of Coral Gables
Contact Name: Fred Couceyro
405 University Drive
Coral Gables, FL 33134

Email: markthompson@sofl.org

Email: fcouceyro@coralgables.com

Cc: City Attorney

With a copy for any legal notices to:

Special Olympics Florida
ATTN: General Counsel
1915 Don Wickham Drive
Clermont, FL 34711

SECTION V- Modification/Termination

Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

Any of the parties, in writing, may terminate the agreement in whole, or in part, at any time during the term of the Agreement.

SECTION VI- Public Records

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. SOFL acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. SOFL also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, SOFL agrees to comply with the provisions outlined in Section 119. 0701 of the Florida Statutes, the requirements of which are incorporated herein.

IF SOFL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SOFL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

SECTION VII- SIGNATURES

The parties agree that the Partnership is mutually beneficial and agree to the terms specified herein. This agreement will become effective on the date signed by both parties and remain in effect for twenty-four months.

Special Olympics Florida

City of Coral Gables

By: _____

By: _____

Printed Name:

Printed Name:

Title: _____

Title: _____

Date: _____

Date: _____