

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OCALA AND
MARION COUNTY SPECIAL OLYMPICS FLORIDA FOR THE USE OF A CITY OF
OCALA AQUATIC CENTER**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”), and the **SPECIAL OLYMPICS FLORIDA, INC.**, a not-for-profit corporation duly organized in Florida (EIN: 23-7181560) (“Special Olympics Florida”).

WHEREAS, the City of Ocala owns and operates the Jervey Gantt Aquatic Fun Center, located at 2390 SW 36th Avenue, Ocala, Florida, and the Hampton Aquatic Fun Center, located at 255 NW Martin Luther King, Jr. Boulevard, Ocala, Florida, for the benefit of its citizens (collectively referred to herein as the 'Aquatic Center'); and

WHEREAS, Special Olympics Florida seeks to use an Aquatic Center for its Summer 2025 swim team try-outs, practices, and swim meets; and

WHEREAS, the City of Ocala wishes to enter into this MOU to establish the terms and conditions governing Special Olympics Florida’s use of the Aquatic Center during times that do not conflict with the City’s or its contracted partners’ use of the facility.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the City and Special Olympics Florida agree as follows:

1. City shall grant Special Olympics Florida access to an Aquatic Center for try-outs, practices, and swim meets during times that do not conflict with City operations or the activities of its contracted partners.
2. In consideration of access to the Aquatic Center under this MOU, Special Olympics Florida agrees to use the facilities in accordance with the terms and conditions outlined herein.
3. **COMPENSATION.** Special Olympics Florida agrees to pay all costs and fees directly associated with its swim team’s permissible activities at the Aquatic Center, as outlined below:
 - A. **Flat Rate for Use and Access:** Flat Rate for Use and Access: Special Olympics Florida shall pay a daily rate of **ONE HUNDRED SIXTY AND 00/100 DOLLARS (\$160.00)** as a flat fee for each two-hour (2-hour) period the Aquatic Center is used. This rate comprises a \$60.00 facility use fee and \$100.00 in lifeguard charges (\$50.00 per hour for two hours).
 - B. **Rates and Availability for Heated Pool Use:** The daily rate specified above does not include pool heating costs. If Special Olympics Florida opts to use the pool heaters, it shall reimburse the City for all associated costs, including gas expenses incurred for heater operation. The City does not guarantee heater availability or the repair of non-functioning heaters for Special Olympics Florida’s use.
 - C. **Invoicing and Payment:** The City shall invoice Special Olympics Florida no more than once per month for the preceding month’s Aquatic Center usage. Special Olympics Florida shall pay all invoices in full within thirty (30) calendar days of the invoice date. Failure to make timely payment shall result in immediate termination of this MOU without further notice.

4. **EFFECTIVE DATE, TERM, AND TERMINATION.** This MOU shall take effect on **June 1, 2025**, and remain in force through **November 15, 2025** (the 'Contract Term'). Either party may terminate this MOU at any time, with or without cause, by providing ten (10) days' advance written notice to the other party.
5. **SCHEDULING AND PRIORITY OF USE.** Special Olympics Florida acknowledges that the programs and services provided by the City and its contracted partners at the Aquatic Center shall take priority over its own use of the facility.
 - A. **Scheduled Usage:** The parties anticipate that Special Olympics Florida's Swim teams will conduct try-outs, practices, and swim meets approximately **one (1) day per week** on Saturday mornings from **7:45 AM to 9:45 AM** during the Contract Term. Special Olympics Florida shall submit a monthly schedule of requested usage to the City no later than the 15th day of the prior month. This proposed schedule shall be emailed to the Aquatics Recreation Manager. All scheduling is subject to the sole discretion and approval of the Director of the City's Recreation and Parks Program or their designee.
 - B. **No Guarantees:** The City does not guarantee Special Olympics Florida the availability of specific days or times for facility use.
6. **AQUATIC CENTER POLICIES AND BEST PRACTICES.** The parties agree that the Aquatic Center's policies, rules, and regulations shall apply to all Special Olympics Florida participants, coaches, and representatives, as well as to the participants, coaches, and representatives of invitees attending or competing in swim meets or other activities conducted at the Aquatic Center under this MOU. Special Olympics Florida shall ensure that all such individuals comply with these policies, rules, and regulations while on the premises during related practices, activities, and events.
7. **SUPERVISION AND SAFETY.**
 - A. Special Olympics Florida shall provide one (1) adult coach who must be present and on duty at all times during the swim team's use of any Aquatic Center.
 - B. The parties agree that a minimum of one (1) certified lifeguard shall be on deck for every twenty-five (25) swimmers (a 1:25 lifeguard-to-swimmer ratio).
 - i. A certified lifeguard is defined as an individual trained as a first responder in water rescue with current certifications in adult and child CPR, First Aid, and AED, equivalent to those provided by nationally recognized programs such as the American Red Cross or Ellis & Associates.
 - C. The City shall provide Special Olympics Florida with the required lifeguards as stipulated in this section.
8. **STORAGE OF ITEMS.** Special Olympics Florida may not store items at the Aquatic Center without prior written approval from the Aquatics Recreation Manager. If storage is approved, Special Olympics Florida acknowledges that it assumes all risk for such items. The City bears no responsibility for any items stored at the Aquatic Center, whether approved or not.
9. **CRIMINAL BACKGROUND INVESTIGATIONS.**
 - A. Special Olympics Florida shall conduct a Level 2 background screening for each current and prospective athletic coach through the FDLE VECHS Program, in accordance with Florida Statute 943.0438, effective January 1, 2025.

- B. Definition of “athletic coaches” is a person authorized by an independent sanctioning authority (a private, nongovernmental entity that organizes, operates, or coordinates a youth athletic team in Florida) to work as a coach, assistant coach, manager, or referee. An athletic coach can work for compensation or as a volunteer for a youth athletic team in Florida. The athletic coach must have direct contact with one or more minors on the youth athletic team.
 - C. Special Olympics Florida shall maintain a list of individuals who have successfully completed and passed its criminal background investigation, as mandated by Florida Statute 943.0438. This list shall be kept on file and provided to the City for inspection upon request.
 - D. Additional information on athletic coach fingerprinting legislation is available from organizations such as the Florida Recreation and Park Association at <https://www.frpa.org/legislative/athletic-coaches-fingerprinting>.
 - E. The City strongly encourages Special Olympics Florida to consult its own legal counsel for guidance on criminal background investigations under Florida Statute 943.0438 related to its organization and athletic coaches.
10. **INDEMNITY.** Each party shall be liable for its own acts and negligence arising out of the activities contemplated by this Agreement. Special Olympics Florida shall indemnify, defend, and hold harmless the City and its elected officials, employees and volunteers against any actions, damages, claims, losses, costs, and expenses (including attorneys’ fees) which may be asserted against City arising out of Special Olympics Florida’s use of the Aquatic Center to include, without limitation, harm or personal injury to third persons. City shall indemnify, defend and hold harmless Special Olympics Florida against any actions, damages, claims, losses, costs, and expenses (including attorneys’ fees) arising out of the sole negligence of City or of the City’s officers, agents, or employees in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party’s negligent, willful or intentional acts or omissions. Parties agree to notify the other in writing within **TEN (10)** days of receipt of any notice of any action against each pertaining to this matter. Such notice must be issued by certified mail, return receipt requested or by overnight courier. The notification shall be deemed to have been provided on the date such notice is postmarked regardless of whether the party receives said notification.
11. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this MOU is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under §768.28, Florida Statutes. This section will survive the termination of all performance or obligations under this Agreement and will be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
12. **INSURANCE REQUIREMENTS.** Special Olympics Florida shall be required to procure and maintain during the term of this MOU and any other periods where Special Olympics Florida’s swim team is utilizing the premises, at its own expense, a policy or policies of general liability insurance and food liability insurance providing coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from Special Olympics Florida’s use of the Aquatic Center facility. The general liability policy is required to have policy limits of not less than One Million Dollars (\$1,000,000) for injury to one person arising out of a single incident, Two Million Dollars (\$2,000,000) for injuries to more than

one person arising out of a single incident, and One Hundred Thousand Dollars (\$100,000) for property damage.

- A. These insurance requirements do not relieve or limit the liability of Special Olympics Florida. City does not represent that the types or amounts of insurance required herein are sufficient or adequate to protect Special Olympics Florida's interests or liabilities but are merely minimums. The insurance required to be obtained and maintained by Special Olympics Florida herein shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise. No insurance is provided by the City under this MOU to cover Special Olympics Florida.
 - B. **Deductibles.** Special Olympics Florida shall be responsible for the payment of any deductibles/self-insured retentions required under this MOU and shall disclose the amount of any deductibles/self-insured retentions to City. City reserves the right to disapprove of any said deductible amounts.
 - C. **Certificates of Insurance.** Special Olympics Florida shall provide a Certificate of Insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A, showing the "City of Ocala" as an Additional Insured. The certificate holder on the Certificate of Insurance should be: City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, Florida 34471, E-Mail: vendors@ocalafl.gov. Renewal certificates must also be forwarded to the Aquatics Recreation Manager prior to the policy expiration. Special Olympics Florida must provide **TEN (10)** days written notice to the City in the event of cancellation. (*Non-rated insurers must be pre-approved by the City Risk Manager).
 - D. **Failure to Maintain Coverage.** In the event Special Olympics Florida fails to disclose applicable deductibles/self-insured retentions or fails to obtain or maintain in full force and effect any insurance coverage required under this MOU, Special Olympics Florida shall be considered to be in default of this MOU.
13. **PUBLIC RECORDS.** Special Olympics Florida shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Special Olympics Florida shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Special Olympics Florida does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Special Olympics Florida or keep and maintain public records required by the public agency to perform the service. If the Special Olympics Florida transfers all public records to the public agency upon completion of the contract, the Special Olympics Florida shall destroy any duplicate public records that are exempt or confidential and exempt from public records

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disclosure requirements. If Special Olympics Florida keeps and maintains public records upon completion of the contract, Special Olympics Florida shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF SPECIAL OLYMPICS FLORIDA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SPECIAL OLYMPICS FLORIDA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-MAIL: CLERK@OCALAFI.GOV; CITY HALL, 110 SE WATULA AVENUE, OCALA, FL 34471.

14. **ENTIRE AGREEMENT.** This MOU, including exhibits, (if any) constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this MOU. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this MOU. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
15. **AMENDMENT.** No amendment to this MOU shall be effective except those agreed to in writing and signed by both parties to this MOU.

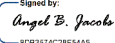
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

CONTRACT# REC/250533


IN WITNESS HEREOF, the parties have executed this Memorandum of Understanding on 4/16/2025

ATTEST:

CITY OF OCALA

Signed by:

8DB374C28E5AAS...

Angel B. Jacobs
City Clerk

Signed by:

FF16E028EC334FD...

Julie Johnson
Recreation and Parks Director
(Pursuant to City Council Resolution 98-101)


Approved as to form and legality:

Special Olympics Florida, Inc.

Signed by:

B070CF4E8BE429...

William E. Sexton, Esq.
City Attorney

Signed by:

BC053FAD0911416...

Berit Amlie
Chief Administrative Officer

Certificate Of Completion

Envelope Id: D9AAA77E-C20D-4499-8C21-ED1F1E68CD38

Status: Completed

Subject: FOR SIGNATURE - MOU Agreement with Special Olympics Florida for Aquatic Center Use (REC/250533)

Source Envelope:

Document Pages: 6

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

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City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

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Location: DocuSign

3/18/2025 10:25:51 AM

pullrich@ocalafl.gov

Security Appliance Status: Connected

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Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

William E. Sexton, Esq.

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Timestamp

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Viewed: 3/21/2025 11:37:54 AM

Signed: 3/24/2025 11:21:54 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Berit Amlie

contracts@sofl.org

Chief Administrative Officer

Special Olympics Florida, Inc.

Security Level: Email, Account Authentication
(None)

Signed by:

Berit Amlie

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Julie Johnson

JJohnson@Ocalafl.gov

Security Level: Email, Account Authentication
(None)

Signed by:

Julie Johnson

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication
(None)

Signed by:

Angel B. Jacobs

8DB3574C28E54A5...

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2025 10:41:08 AM
Certified Delivered	Security Checked	4/16/2025 10:52:25 AM
Signing Complete	Security Checked	4/16/2025 10:53:08 AM
Completed	Security Checked	4/16/2025 10:53:08 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.