

**AGREEMENT BETWEEN SPECIAL OLYMPICS FLORIDA AND INDIAN
RIVER COUNTY FOR USE OF THE NORTH COUNTY AQUATICS CENTER
AND INTERGENERATIONAL CENTER**

This Agreement dated this 11 day of April, 2018, between Special Olympics Florida, Inc., a Florida not for profit corporation, whose address is 1915 Don Wickham Road, Clermont, FL 34711 (Special Olympics Florida) and INDIAN RIVER COUNTY, a political subdivision of the State of Florida whose address is 1801 27th Street, Vero Beach, Florida 32960 (County) as of the date set forth below as the effective date (the effective date).

WHEREAS, Indian River County owns and operates the North County Aquatics Center located at 9450 95th Street, Sebastian, Florida and the Intergenerational Center located at 1590 9th Street SW, Vero Beach, Florida; and

WHEREAS, Special Olympics Florida was founded in 1972, and provides year-round sports training and competition to over 18,000 children and adults with intellectual disabilities, at no cost to the athlete or their caregiver, and

WHEREAS, Special Olympic competitions are a means to achieve physical fitness, self-esteem and the life skills necessary to be productive, respected and contributing members of their communities; and

WHEREAS, Special Olympics Florida holds an annual state championship swim meet; and

WHEREAS, for the past several years, Special Olympics has held the State Championship swim meet at the North County Aquatic Center and the opening ceremonies per said event at the Intergenerational Center; and

WHEREAS, Special Olympics Florida, the County, competitors and their families have been immensely satisfied with participation, volunteerism, location and quality of the swim meets and facilities at North County Aquatic Center and the Intergenerational Center; and

WHEREAS, the parties desire to memorialize the agreement for use of the North County Aquatic Center and Intergenerational Center for the mutual benefit of the parties,

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, the parties agree as follows:

1. The recitals set forth above are true and correct and incorporated by reference herein.
2. This Agreement shall encompass years 2018, 2019 and 2020.

3. The County agrees to reserve the North County Aquatic Center and the Intergenerational Recreation Center for the exclusive use of Special Olympics Florida the first full weekend of October 2018, 2019 and 2020 for use by Special Olympics Florida for their state championship swim meet and opening ceremony. The County shall also supply for the event the following:

- A. Sufficient life guards and staff necessary for the safe and efficient operation of the pool during the swim meet.
- B. Provide for Indian River County Emergency Medical Services personnel to be on site during the meet and opening ceremonies.
- C. Sufficient bleachers as may safely fit at the Aquatic Center for athletes and spectators.
- D. A timing system for use during the swim meet.
- E. The County will coordinate the location of the opening ceremonies.

4. During the course of the swim meet and opening ceremony, Special Olympics Florida will provide the following:

- A. A score board operator and event announcer
- B. Swim meet officials
- C. Tents, tables and chairs sufficient for registration or other administrative duties necessitated by the swim meet
- D. Sound equipment need for the swim meet
- E. Signage and any awards given to the participants
- F. A DJ or announcer for the opening ceremony
- G. Food and water for athletes, coaches, staff and volunteers
- H. Special Olympics Florida will be responsible for set up of the tent, tables and chairs their delivery and breakdown before and after the meet. The County will assist with location and set up at both facilities.
- I. Meal for athletes, coaches, staff and volunteers at opening ceremony

5. Special Olympics Florida will coordinate with the Treasure Coast Sports Commission to reserve hotel space for the athletes, parents and coaches.

6. Not less than 30 days prior to the swim meet, Special Olympics Florida will supply proof of insurance to the County, attention Dave Smith. The coverage provided shall be as follows: Liability Insurance Company: The insurance company must have a rating by A.M. Best Company of at least A:V. Minimum dollar amount and types required: Five Million Dollars (\$5,000,000) general liability and Five Hundred Thousand Dollars (\$500,000) auto liability. The county shall be named as an additional insured on all required insurance.

7. In order to supply sufficient lifeguards and staff for the swim meet, Special Olympics Florida shall provide the County with a good faith estimate of the number of participants 14 days in advance of the date of the opening ceremonies for the meet.

8. To help off-set the cost of swim meet, Special Olympics Florida shall pay to the County the sum of \$1000.00 for 2018, \$1000.00 for 2019 and \$1250.00 for 2020 that the state championship swim meet is held at the North County Aquatic Center. To help offset the cost of the Opening Ceremony at the Intergenerational Recreation Center, Special Olympics Florida will pay to the County the sum \$700.00 for 2018, \$700.00 for 2019 and \$1000.00 for 2020. Payment shall be made 30 days prior to the date of the event for that particular year.

9. If Special Olympics Florida does not pay all fees and provide all necessary insurance certificates within the times specified herein, this Agreement shall be void.

10. Indemnifications and Waiver of Claims. Special Olympics Florida assumes all risks and agrees to indemnify fully and save and hold harmless the County, its officers, employees, and agents, against all claims, damages, losses, judgments, liabilities, accidents or injuries to person(s) or property, and causes of action, including reasonable attorney's fees and court costs, arising out of, or caused directly or indirectly, by conduct, acts, omission, or negligence of any participants in the event, Special Olympics Florida, its visitors, agents, and employees. The County, its officers, employees, and agents, shall not be liable for, and Special Olympics Florida hereby releases all claims for, damages to, or loss of, personal property sustained by Special Olympics Florida, its visitors, agents, and employees, or any person claiming by or through Special Olympics Florida, resulting from any fire, accident, occurrence, theft, or condition in or upon the Facility or the North County Regional Park facilities of which it is a part, or of adjoining or contiguous property, facilities, or buildings, provided such are not due to the sole negligence or willful misconduct of County, its officers, agents or employees.

11. Cancellation. This Agreement is subject to cancellation by either Special Olympics Florida or the County, provided written notification is received by the non-canceling party 60 days prior to the opening ceremonies, without penalty or obligation on the part of the cancelling party.

12. Facility Unavailability Disclaimer. The County assumes no responsibility for circumstances that may require the closing of the facility due to conditions that would render it unfit for public usage due to inclement weather, state health department or other regulatory agencies' requirements. In the event of such occurrence, it is the responsibility of Special Olympics Florida to obtain alternative facilities and the County would refund any fees for unused full days only (no partial day refunds), and thereupon the County shall have no further liability to Special Olympics Florida in this regard.

13. Approval. The County Administrator shall have the final recommending authority on this Agreement.

14. Governing Law. The laws of the State of Florida shall govern this Agreement and any and all legal action instituted because of this Agreement shall be instituted in Indian River County for all court matters, and in the Southern District of Florida for all federal court matters.


15. Entirety of Agreement. This Agreement incorporates and includes all prior and emporaneous negotiations, correspondence, conversations, agreements, or understandings cable to the matters contained herein and the parties agree that there are no commitments, or understandings of any nature whatsoever concerning the subject matter of this Agreement that are not contained in this Agreement. No supplement, modification, or amendment to this Agreement will be binding unless signed in writing by the County and the Applicant.

16. Severability. In the event any of the provisions of this Agreement are deemed to be enforceability of the remaining provisions of this Agreement shall not be affected.

IN WITNESS WHEREOF, the Board of County Commissioners and Special Olympics Florida, Inc. have caused this Agreement to be executed by their respective duly authorized officers.

SPECIAL OLYMPICS
FLORIDA, INC.

BOARD OF COUNTYOMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: 
Its: RICHARD BROWN

By: _____
Peter D. O'Bryan, Chairman

Date Signed: 9/11/18

Approved: _____

ATTEST: Jeffrey R. Smith, Clerk
And Comptroller

Approved:

By: _____
Deputy Clerk

Jason E. Brown,
County Administrator

Approved as to form
and legal sufficiency: _____
William K. DeBaal
Deputy County Attorney