

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: February 6, 2007	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department: Parks & Recreation
Submitted By: Parks & Recreation Department
Submitted For: Parks & Recreation Department

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment to the Agreement with Special Olympics Florida, Inc., (R2003-1974) allowing for the continued sale of naming rights at the Therapeutic Recreation Complex as part of their fundraising activities.

Summary: Special Olympics Florida has undertaken an aggressive program to raise funds for the County to construct a gymnasium and athletic center at the new Therapeutic Recreation Complex in John Prince Park. This second amendment provides Special Olympics Florida the opportunity to continue to sell naming rights for the Complex and its associated facilities as part of their fundraising efforts. District 3 AH).


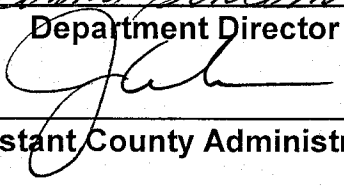
Background and Justification: On December 2, 2003, the Board of County Commissioners approved an Agreement with Special Olympics Florida. This agreement established a cooperative fundraising effort allowing for the sale of naming rights for the Therapeutic Recreation Complex and its associated facilities, hence supporting the construction of a gymnasium and athletic center to be developed as part of the County's new Therapeutic Recreation Complex.

While this cooperative fundraising effort to date has been significant, and the fundraising goal of 2.2 million dollars has been met, a number of features within the facility remain available for naming. It is the expressed desire of Special Olympics Florida and County staff to again amend this agreement and continue efforts to raise funds and sell the remaining features for naming rights. This Second Amendment provides for continued fundraising for naming rights to continue through December 31, 2008, which shall be utilized for the purchase of specialized equipment for outfitting of the Complex-and for costs associated with the expansion of programs at the Complex. This amendment has been executed on behalf of Special Olympics Florida, Inc., and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Second Amendment to Agreement with Special Olympics Florida, Inc.
2. Amendment to Agreement with Special Olympics Florida, Inc.
3. Agreement with Special Olympics Florida, Inc.

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Recommended by:		1/16/07
	Department Director	Date
Approved By:		1/29/07
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
Budget Account No.: Fund _____ Department _____ Unit _____
Object _____ Program N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The fiscal impact (revenues to the County) may be a combination of equipment and cash.
These donations may have an estimated value of \$300,000.

C. Departmental Fiscal Review: in-kind match

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Jim Dub 1-24-07
OFMB
ms 1/22/07
1/18/07

Jim J. Jacobus 1/26/07
Contract Development and Control
EJ Jacobus 1/26/07

B. Legal Sufficiency:

Anne Helgert 1-29-07
Assistant County Attorney

This amendment complies with
our review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment

1

**SECOND AMENDMENT
TO AGREEMENT FOR
NAMING THE SPECIAL POPULATIONS RECREATION PROGRAMMING AND
TRAINING CENTER**

THIS SECOND AMENDMENT, dated _____, 2007, to the Agreement, dated December 2, 2003, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, ("County") and Special Olympics Florida, Inc., a Florida not-for-profit organization authorized to do business in the State of Florida ("Special Olympics Florida").

WITNESSETH:

WHEREAS, the parties have entered into that certain Agreement dated December 2, 2003, hereinafter referred to as the "Agreement", under which the County established a Complex for Special Populations Recreation Programming and Training ("Complex") at John Prince Park to expand significantly the therapeutic recreation services and Special Olympics training and competition facilities in Palm Beach County; and

WHEREAS, pursuant to the Agreement, Special Olympics Florida has provided support to the County's construction of the Special Olympics Florida, Palm Beach County Athletic Center ("Athletic Center") at the Complex through fundraising for the sale of naming rights for the Complex; and

WHEREAS, a number of features within the Complex remain available for naming; and

WHEREAS, the County and Special Olympics Florida desires to amend the Agreement to allow Special Olympics Florida to continue to conduct fundraising for the Complex; and

WHEREAS, the County and Special Olympics Florida desires to amend Section two of the Agreement by changing the fundraising completion deadline from December 31, 2005 to December 31, 2008; and

WHEREAS, the County and Special Olympics Florida desires to amend Section two, Section five and Section ten of the Agreement by expanding the use of the fundraising amount; and

WHEREAS, the County and Special Olympics Florida desires to provide for a termination date to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the County and Special Olympics Florida agree as follows:

1. Section 1, delete the paragraph in its entirety and in lieu thereof insert the following:

Special Olympics Florida shall continue to raise money for the opportunity to name the Selected Features at the Complex, which currently remain unnamed.

2. Section 2, delete the paragraph in its entirety and in lieu thereof insert the following:

Special Olympics Florida shall complete the fundraising effort and deliver the fundraising amount in full to the County by December 31, 2008 ("Fundraising Deadline"). Money collected between January 1, 2006 and December 31, 2008 shall be utilized for the purchase of specialized equipment for outfitting of the Complex and the direct costs associated with the expansion of programs at the Complex.

3. Section 5, delete the third sentence in its entirety and in lieu thereof insert the following:

The Executive Committee members shall also collect the funds raised on behalf of Special Olympics Florida and deposit the funds into a separate banking account established by Special Olympics Florida Palm Beach County for the purchase of specialized equipment for outfitting of the Complex and for the costs associated with program expansion at the Complex.

4. Section 10, delete the paragraph in its entirety and in lieu thereof insert the following:

County acknowledges and agrees that the Fundraising Amount collected between December 2, 2003 and December 31, 2005 shall be used for the construction of the Athletic Center at the Complex. Money collected between January 1, 2006 and December 31, 2008 shall be utilized for the purchase of specialized equipment for outfitting of the Complex and costs associated with the expansion of programs at the Complex.

5. Add as Section 24, the following:

This Agreement shall commence on December 2, 2003 and shall terminate on December 31, 2008, unless terminated earlier as provided for hereinabove.

6. All other provisions of said Agreement, dated December 2, 2003, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Second Amendment on behalf of the County and Special Olympics Florida has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene,
Chairperson

WITNESSES:
Pamela Reidy
(Signature)

Pamela Reidy
(Printed Name)

Nancy E. Beale
(Signature)

Nancy E. Beale
(Printed Name)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

SPECIAL OLYMPICS FLORIDA, INC.,:
By: Charles M. Castejous

Name: Charles M. Castejous
(Printed Name)

Title: President / CEO

APPROVED AS TO TERMS AND
CONDITIONS

By: Donna E. Lerner
Director, Parks and Recreation Dept.

112 6106 n
Agenda Item #: 3.M.14.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

R-2004-0691
Ms/G 7-D

Meeting Date: April 13, 2004

☒ Consent

☐ Regular

☐ Ordinance

☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Amendment to the Agreement dated December 2, 2003, with Special Olympics Florida, Inc., (R-2003-1974) to provide for the restoration or replacement of the facilities at the Therapeutic Recreation Complex should the facilities be damaged or destroyed before the passage of twenty-five (25) years from the naming date.

Summary: Special Olympics and the County have undertaken an aggressive program to raise funds for the County to construct a gymnasium and athletic center in John Prince Park. On December 2, 2003, the Board approved an agreement to provide Special Olympics the opportunity to raise funds for these facilities in exchange for the naming rights. In that agreement, the County undertook no obligation to restore or replace constructed facilities should they be damaged or destroyed. Donors, however, need some assurance that their contributions for naming rights will not be made in vain should the facilities be destroyed before their expected lifespan. In order to encourage donations in exchange for naming rights, this amendment would provide for the restoration or replacement of the facilities at the Therapeutic Recreation Complex should the facilities be damaged or destroyed before the passage of twenty-five years from the naming date. Countywide (ND)

Background and Justification: On January 8, 2002, the Board approved an agreement with Special Olympics Florida, Inc., to establish a cooperative fund raising effort for the construction of a gymnasium and athletic center to be developed as part of the County's new Therapeutic Recreation Complex. Since then, Special Olympics and the County have undertaken an aggressive program to raise funds for the County to construct a gymnasium and athletic center in John Prince Park.

On December 2, 2003, the Board approved an agreement to provide Special Olympics the opportunity to raise funds for these facilities in exchange for the naming rights. In that agreement, the County undertook no obligation to restore or replace constructed facilities should they be damaged or destroyed. Donors, however, need some assurance that their contributions for naming rights will not be made in vain should the facilities be destroyed before their expected lifespan. In order to encourage donations in exchange for naming rights, this amendment would provide for the restoration or replacement of the facilities at the Therapeutic Recreation Complex should the facilities be damaged or destroyed before the passage of twenty-five years from the naming date.

Attachment:
Amendment

Recommended by: 

Department Director

4/2/04
Date

Approved by: 

Assistant County Administrator

4/12/04
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2004	2005	2006	2007	2008
Capital Expenditures	\$	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT		-0-	-0-	-0-	-0-

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Depart _____ Unit _____
 Object _____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: *m. m. m.*

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

ABergeson 7 Apr 04
4/12/04
 OFMB

Dr. J. Jacobson 4/8/04
 Contract Dev. and Control

B. Legal Sufficiency:

Nancy J. Dolan
 Assistant County Attorney

C. Other Department Review:

 Department Director

This Amendment obligate the County to rebuild the Therapeutic Center should there be destruction of the facilities.

At the time of CDC's review, the Amendment was not executed.

REVISED 10/95
 ADM FORM 01

This summary is not to be used as a basis for payment

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R2004 0691

AMENDMENT TO THE AGREEMENT BETWEEN PALM BEACH COUNTY AND
SPECIAL OLYMPICS FLORIDA, INC. FOR NAMING THE SPECIAL POPULATIONS
RECREATION PROGRAMMING AND TRAINING CENTER

THIS AMENDMENT is made and entered into on APR 13 2004, by and
between Palm Beach County, a political subdivision of the state of Florida ("County") and Special
Olympics Florida, Inc., a Florida not-for-profit organization authorized to do business in the State
of Florida ("Special Olympics Florida").

WHEREAS, Special Olympics Florida and the County both desire to make amendments to
their agreement dated December 2, 2003, R#2003-1974;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained
in this Agreement, and for other good and valuable consideration, the receipt of which the parties
expressly acknowledge, the parties covenant and agree to the following terms and conditions:


1. The language contained in Section #6 of the Agreement between Special Olympics
and the County dated December 2, 2003, R#2003-1974 is hereby deleted and replaced with the
following language:

In the event of a casualty loss, the Chosen Name of the Complex or Selected Feature shall be
placed on the restored or replaced Complex or Selected Feature; however, Special Olympics
Florida acknowledges and agrees that the County shall have no obligation to replace or restore
the Complex or Selected Feature should the Complex or Selected Feature be destroyed or
damaged after twenty-five (25) years from the date of placement of the Chosen Name. In the
event, however, that the Complex or Selected Feature is destroyed or damaged before the passage
of twenty-five (25) years from the date of placement of the Chosen Name, the Complex or
Selected Feature shall be restored or replaced by the County to the extent permitted by law.

2. All other terms and conditions of the Agreement between Special Olympics Florida
and the County dated December 2, 2003, R#2003-1974 shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the
date written above.

WITNESSES:

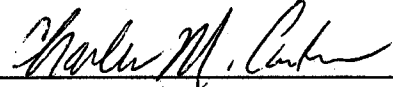


(Signature)

Silvia Vega

(Printed Name)

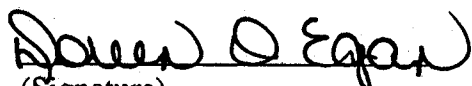
SPECIAL OLYMPICS FLORIDA, INC.:

By: 

Name: Charles M. Castevens 4/06/04

(Printed Name)

Title: President



(Signature)

DOREEN O. EGAN

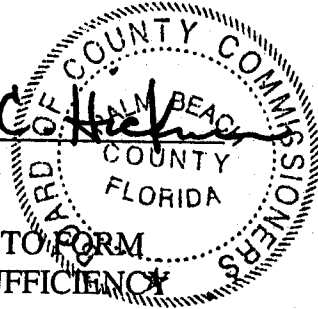
(Printed Name)

R2004 0691

ATTEST:
DOROTHY H. WILKEN, Clerk

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: *Linda C. Hickman*
Deputy Clerk



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Nancy J. Dolan*
Assistant County Attorney

By: *Karen T. Marcus*

Karen T. Marcus, Chair APR 13 2004

APPROVED AS TO TERMS AND
CONDITIONS

By: *Dennis Sullivan*
Director, Parks and Recreation Dept.

Exhibit A

Therapeutic Recreation Complex
Fund Raising Campaign
Naming Opportunities Program

Building/Facility

Therapeutic Recreation Complex

Special Olympics Florida, Palm Beach County Athletic Center

Gymnasium
Weight Room
Dance/Aerobics Studio
Music Room
Art/Ceramics Classroom

Very Special Arts Art Gallery & Art Center

Creative Arts Classroom
Art Studio
Photography Lab
Computer Lab

Club House

Aquatic Center

Mini Playground

Bridge to John Prince Park

Bocce Courts

R2003 1974

SP. O. I. agreement

AGREEMENT BETWEEN PALM BEACH COUNTY AND SPECIAL OLYMPICS
FLORIDA, INC. FOR NAMING THE SPECIAL POPULATIONS RECREATION
PROGRAMMING AND TRAINING CENTER

THIS AGREEMENT is made and entered into on DEC 02 2003, by and
between Palm Beach County, a political subdivision of the state of Florida ("County") and Special
Olympics Florida, Inc., a Florida not-for-profit organization authorized to do business in the State
of Florida ("Special Olympics Florida").

WHEREAS, County is establishing a Complex for Special Populations Recreation
Programming and Training ("Complex") at John Prince Park to expand significantly the therapeutic
recreation services and Special Olympics training and competition facilities in Palm Beach County;
and

WHEREAS, Special Olympics Florida has agreed to support the County's construction of
the Special Olympics Florida, Palm Beach County Athletic Center ("Athletic Center") at the
Complex through fundraising; and

WHEREAS, Special Olympics Florida has agreed to raise funds for the opportunity to name
the Complex and facilities of the Complex.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained
in this Agreement, and for other good and valuable consideration, the receipt of which the parties
expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. Special Olympics Florida shall raise for the County the minimum amount of one
million dollars (\$1,000,000) ("Fundraising Amount") for the opportunity to name the Complex
and selected facilities ("Selected Features") at the Complex, as listed on Exhibit A, attached
hereto and incorporated herein.

2. Special Olympics Florida shall complete the fundraising effort and deliver the
Fundraising Amount in full to the County by December 31, 2005 ("Fundraising Deadline").
Should Special Olympics Florida fail to raise the Fundraising Amount by the Fundraising
Deadline, this Agreement shall terminate and the opportunity to name the Complex and Selected
Features reverts to the County. Upon written notification to County at least sixty (60) days prior
to the Fundraising Deadline, Special Olympics Florida may request an extension beyond the
Fundraising Deadline for the purpose of completing the Fundraising Amount.

3. The name chosen by Special Olympics Florida ("Chosen Name") ~~for the Complex or~~ Selected Feature shall not be placed on the ~~Complex~~ or Selected Feature until the Fundraising Amount is received by the County and construction of the Complex and Selected Features has been completed. The Chosen Name for the Complex will appear over or adjacent to the entrance of the Complex. The Chosen Name for a Selected Feature will be displayed prominently at the Selected Feature in a location selected by the County as appropriate. The County shall retain the Chosen Name for the Complex for the life of the Complex and retain the Chosen Name for a Selected Feature for life of the Selected Feature.

4. Special Olympics Florida acknowledges and agrees that names which will negatively impact the County or promote anything offensive to the general public or which will be perceived by the County to be offensive to the public, will negatively impact the capital generated by the fundraising effort and, thus, are not permitted. The County prohibits the selection of Chosen Names which are defamatory, libelous, slanderous, obscene or unlawful. The County also prohibits the selection of Chosen Names which promote tobacco, liquor of any type, exotic dancing, religious or political groups or any other Chosen Name which the County determines to be inappropriate or likely to hinder or interfere with the goal of generating capital from the exchange of naming opportunities for fundraising.

5. The Members of the Executive Committee of the Steering Committee of Special Olympics Florida Palm Beach County, the local chapter of Special Olympics Florida, shall conduct the process by which the Chosen Names are selected based on input from the Fundraising Committee. The Executive Committee members shall then forward the recommended Chosen Names to Special Olympics Florida for final ratification. The Executive Committee members shall also collect the funds raised on behalf of Special Olympics Florida and deposit the funds into the separate banking account established by Special Olympics Florida Palm Beach County for the construction of the athletic center.

6. In the event of a casualty loss, the Chosen Name of the Complex or Selected Feature shall be placed on the restored or replaced Complex or Selected Feature; however, Special Olympics Florida acknowledges and agrees that the County shall have no obligation to replace or restore the Complex or any Selected Feature should the Complex be destroyed or damaged.

7. The Chosen Name of the Complex shall be included on all written materials including

advertising, marketing and promotions for programs, services and events at the Center.

8. The County shall present to Special Olympics Florida no fewer than two (2) size, style, material and color options for the lettering of the Chosen Name of the Complex or Selected Feature. As the Center is constructed, the County reserves the right to limit size, style, material and color choices in order to ensure consistency within the Complex and the appropriateness of scale for each individual facility. The County shall consult Special Olympics Florida on the final size, style, material and color of the lettering prior to placement of the Chosen Name but the County reserves the right to make the final decision.

9. In the event that Special Olympics Florida wishes to make changes to the Chosen Name on the Complex or a Selected Feature after installation, such changes shall require the approval of the County, and approval shall be subject to the same evaluation criteria as the original Chosen Name. Any approved changes will be made at Special Olympics Florida's sole expense.

10. County acknowledges and agrees that the Fundraising Amount shall be used for the construction of the Athletic Center at the Complex. In the event that the total amount of funds raised exceeds the financial cost of constructing the Athletic Center, the excess funds shall be deposited for the benefit of Special Olympics Florida, Palm Beach County.

11. Special Olympics Florida warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

12. Special Olympics Florida agrees to maintain books, records, documents in accordance with normally accepted accounting procedures and practices, which sufficiently and properly reflect all the funds raised pursuant to this agreement for a period of not less than three (3) fiscal years. The County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

13. This Agreement cannot be assigned or transferred without the prior written approval of the County.

14. The parties agree that, in the event Special Olympics Florida is in default of its obligations under this Agreement, the County shall provide Special Olympics Florida thirty (30) days written notice to cure the default. In the event Special Olympics Florida fails to cure the default within the thirty (30) day cure period, the County may terminate this Agreement and shall

have no further obligation to honor the terms of this Agreement.

15. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party at any time prior to the acceptance of the Fundraising Amount.

16. The County and Donor may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

17. This Agreement shall be governed by the laws of the State of Florida and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida.

18. The space made available for Chosen Names at the Complex or its Selected Features constitutes a nonpublic forum. The County does not intend to open the Chosen Name to public discourse nor to create a limited or designated public forum. The County, in making the space for the Chosen Name available in exchange for fundraising, is acting strictly in a proprietary capacity with the purpose of generating capital. The goal of the County's naming rights agreement is to generate capital for the construction of the Complex from the fundraising initiative for the naming rights (that are reasonable and in good taste) in accordance with the terms of this Agreement to promote the County's provision of a safe, pleasant, convenient, non-controversial and cost-effective therapeutic recreational complex.

19. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:
Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Special Olympics Florida:
President and CEO
Special Olympics Florida
1105 Citrus Tower Boulevard
Clermont, Florida 34711

20. This Agreement represents the entire agreement between the parties and supercedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. The Agreement may be modified and amended only by written instrument executed

by the parties hereto.

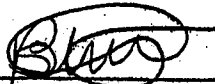
21. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

22. The parties are acting as independent contractors. Nothing in this Agreement will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party shall have the authority to bind the other in any respect.

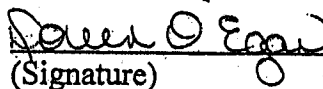
23. All of the terms of this Agreement shall apply to, be binding upon and inure to the benefit of the parties, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date written above.

WITNESSES:


(Signature)


Silvia Vega
(Printed Name)


(Signature)

DOREEN O. EGAN
(Printed Name)

ATTEST:

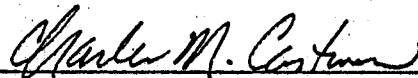
DOROTHY H. WILKINSON, Clerk

By: 
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Nancy J. Dolan
Assistant County Attorney

SPECIAL OLYMPICS FLORIDA, INC.:

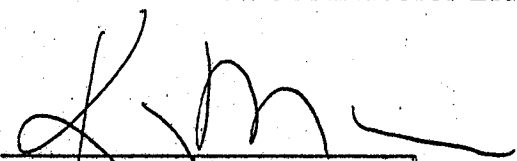
By: 

Name: Charles M. Castevens
(Printed Name)

Title: President, Special Olympics Florida

R2003 1974

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: 
Karen T. Marcus, Chair DEC 02 2003

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Director, Parks and Recreation Dept.

Exhibit A

Therapeutic Recreation Complex
Fund Raising Campaign
Naming Opportunities Program

Building/Facility

Therapeutic Recreation Complex

Special Olympics Florida, Palm Beach County Athletic Center

Gymnasium
Weight Room
Dance/Aerobics Studio
Music Room
Art/Ceramics Classroom

Very Special Arts Art Gallery & Art Center

Creative Arts Classroom
Art Studio
Photography Lab
Computer Lab

Club House

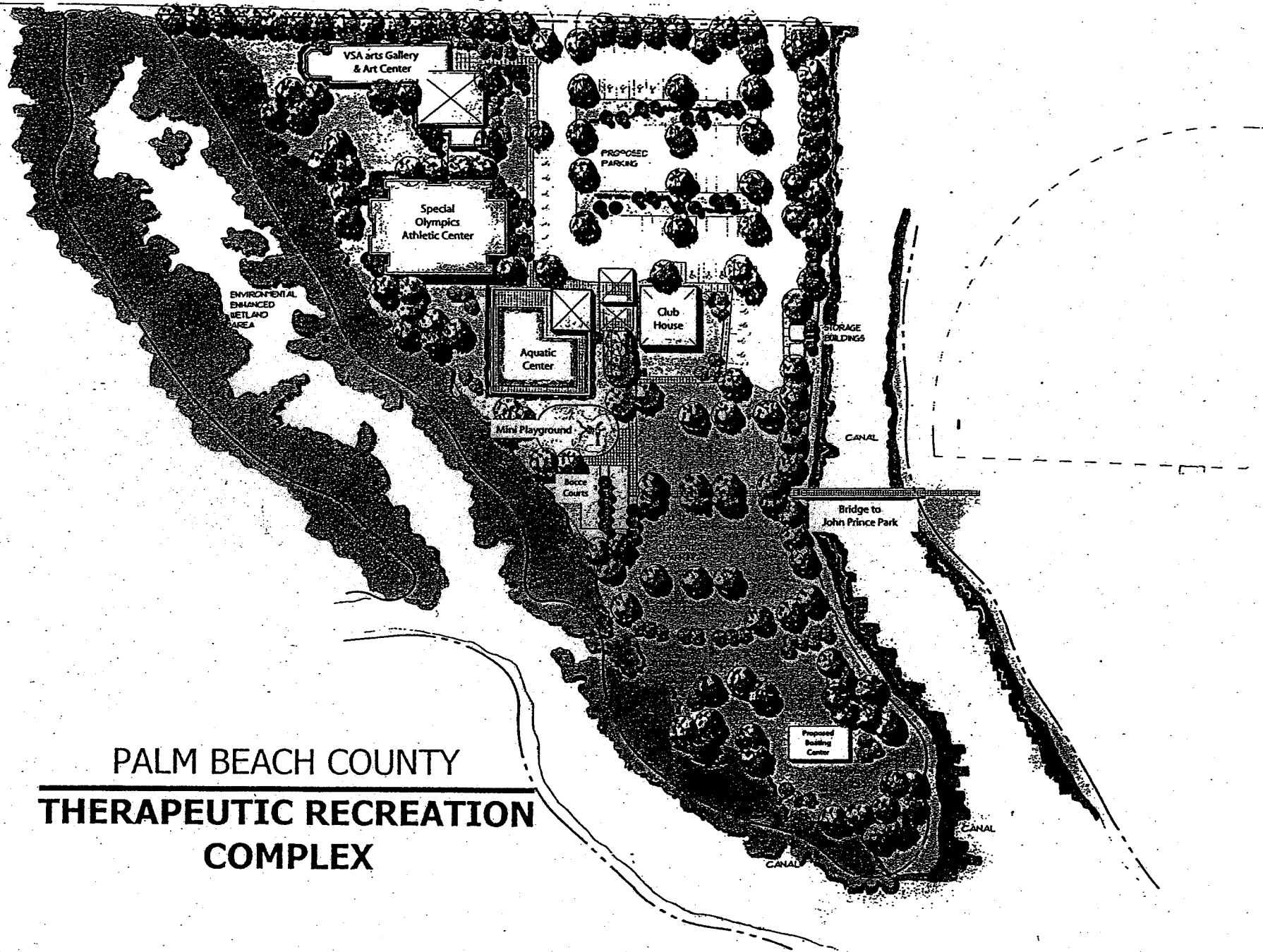
Aquatic Center

Mini Playground

Bridge to John Prince Park

Bocce Courts

LAKE WORTH ROAD



PALM BEACH COUNTY
THERAPEUTIC RECREATION
COMPLEX

Agenda Item #: 3.M.14.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

R-2004-0691
Ms/G 7-D

Meeting Date: April 13, 2004

☒ Consent

☐ Regular

☐ Ordinance

☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Amendment to the Agreement dated December 2, 2003, with Special Olympics Florida, Inc., (R-2003-1974) to provide for the restoration or replacement of the facilities at the Therapeutic Recreation Complex should the facilities be damaged or destroyed before the passage of twenty-five (25) years from the naming date.

Summary: Special Olympics and the County have undertaken an aggressive program to raise funds for the County to construct a gymnasium and athletic center in John Prince Park. On December 2, 2003, the Board approved an agreement to provide Special Olympics the opportunity to raise funds for these facilities in exchange for the naming rights. In that agreement, the County undertook no obligation to restore or replace constructed facilities should they be damaged or destroyed. Donors, however, need some assurance that their contributions for naming rights will not be made in vain should the facilities be destroyed before their expected lifespan. In order to encourage donations in exchange for naming rights, this amendment would provide for the restoration or replacement of the facilities at the Therapeutic Recreation Complex should the facilities be damaged or destroyed before the passage of twenty-five years from the naming date. Countywide (ND)

Background and Justification: On January 8, 2002, the Board approved an agreement with Special Olympics Florida, Inc., to establish a cooperative fund raising effort for the construction of a gymnasium and athletic center to be developed as part of the County's new Therapeutic Recreation Complex. Since then, Special Olympics and the County have undertaken an aggressive program to raise funds for the County to construct a gymnasium and athletic center in John Prince Park.

On December 2, 2003, the Board approved an agreement to provide Special Olympics the opportunity to raise funds for these facilities in exchange for the naming rights. In that agreement, the County undertook no obligation to restore or replace constructed facilities should they be damaged or destroyed. Donors, however, need some assurance that their contributions for naming rights will not be made in vain should the facilities be destroyed before their expected lifespan. In order to encourage donations in exchange for naming rights, this amendment would provide for the restoration or replacement of the facilities at the Therapeutic Recreation Complex should the facilities be damaged or destroyed before the passage of twenty-five years from the naming date.

Attachment:
Amendment

Recommended by: 

Department Director

4/2/04
Date

Approved by: 

Assistant County Administrator

4/12/04
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2004	2005	2006	2007	2008
Capital Expenditures	\$	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT		-0-	-0-	-0-	-0-

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Depart _____ Unit _____
 Object _____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: *mick waf*

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

ABeynon 7 Apr 04
4/14/04
 OFMB

Dr. J. Jacobson 4/18/04

Contract Dev. and Control

B. Legal Sufficiency:

Nancy J. Dolan
 Assistant County Attorney

This Amendment obligates the County to rebuild the Therapeutic Center should there be destruction of the facilities.

C. Other Department Review:

 Department Director

At the time of CDC's review, the Amendment was not executed.

REVISED 10/95
 ADM FORM 01

This summary is not to be used as a basis for payment

G:\NHENDERS\AGENDAS\FORMS\dolan.amendment.doc

R2004 0691

AMENDMENT TO THE AGREEMENT BETWEEN PALM BEACH COUNTY AND
SPECIAL OLYMPICS FLORIDA, INC. FOR NAMING THE SPECIAL POPULATIONS
RECREATION PROGRAMMING AND TRAINING CENTER

THIS AMENDMENT is made and entered into on APR 13 2004, by and
between Palm Beach County, a political subdivision of the state of Florida ("County") and Special
Olympics Florida, Inc., a Florida not-for-profit organization authorized to do business in the State
of Florida ("Special Olympics Florida").

WHEREAS, Special Olympics Florida and the County both desire to make amendments to
their agreement dated December 2, 2003, R#2003-1974;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained
in this Agreement, and for other good and valuable consideration, the receipt of which the parties
expressly acknowledge, the parties covenant and agree to the following terms and conditions:

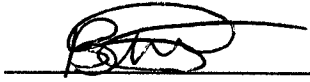
1. The language contained in Section #6 of the Agreement between Special Olympics
and the County dated December 2, 2003, R#2003-1974 is hereby deleted and replaced with the
following language:

In the event of a casualty loss, the Chosen Name of the Complex or Selected Feature shall be
placed on the restored or replaced Complex or Selected Feature; however, Special Olympics
Florida acknowledges and agrees that the County shall have no obligation to replace or restore
the Complex or Selected Feature should the Complex or Selected Feature be destroyed or
damaged after twenty-five (25) years from the date of placement of the Chosen Name. In the
event, however, that the Complex or Selected Feature is destroyed or damaged before the passage
of twenty-five (25) years from the date of placement of the Chosen Name, the Complex or
Selected Feature shall be restored or replaced by the County to the extent permitted by law.

2. All other terms and conditions of the Agreement between Special Olympics Florida
and the County dated December 2, 2003, R#2003-1974 shall remain in full force and effect.

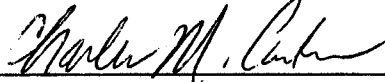
IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the
date written above.

WITNESSES:


(Signature)

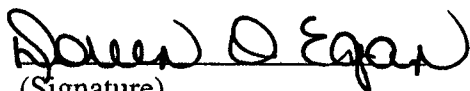
Silvia Vega
(Printed Name)

SPECIAL OLYMPICS FLORIDA, INC.:

By: 

Name: Charles M. Castevens 4/06/04
(Printed Name)

Title: President


(Signature)

DOREEN O. EGAN

(Printed Name)

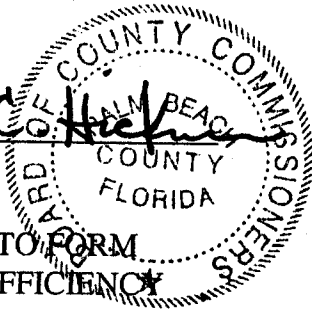
R2004 0691

ATTEST:

DOROTHY H. WILKEN, Clerk

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: *Linda Co. Hickman*
Deputy Clerk



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Nancy J. Dolan*
Assistant County Attorney

By: *Karen T. Marcus*
Karen T. Marcus, Chair

APR 13 2004

APPROVED AS TO TERMS AND
CONDITIONS

By: *Dennis Sullivan*
Director, Parks and Recreation Dept.

Exhibit A

Therapeutic Recreation Complex
Fund Raising Campaign
Naming Opportunities Program

Building/Facility

Therapeutic Recreation Complex

Special Olympics Florida, Palm Beach County Athletic Center

Gymnasium
Weight Room
Dance/Aerobics Studio
Music Room
Art/Ceramics Classroom

Very Special Arts Art Gallery & Art Center

Creative Arts Classroom
Art Studio
Photography Lab
Computer Lab

Club House

Aquatic Center

Mini Playground

Bridge to John Prince Park

Bocce Courts

R2003 1974

SP. O. I. agreement 3

**AGREEMENT BETWEEN PALM BEACH COUNTY AND SPECIAL OLYMPICS
FLORIDA, INC. FOR NAMING THE SPECIAL POPULATIONS RECREATION
PROGRAMMING AND TRAINING CENTER**

THIS AGREEMENT is made and entered into on DEC 02 2003, by and
between Palm Beach County, a political subdivision of the state of Florida ("County") and Special
Olympics Florida, Inc., a Florida not-for-profit organization authorized to do business in the State
of Florida ("Special Olympics Florida").

WHEREAS, County is establishing a Complex for Special Populations Recreation
Programming and Training ("Complex") at John Prince Park to expand significantly the therapeutic
recreation services and Special Olympics training and competition facilities in Palm Beach County;
and

WHEREAS, Special Olympics Florida has agreed to support the County's construction of
the Special Olympics Florida, Palm Beach County Athletic Center ("Athletic Center") at the
Complex through fundraising; and

WHEREAS, Special Olympics Florida has agreed to raise funds for the opportunity to name
the Complex and facilities of the Complex.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained
in this Agreement, and for other good and valuable consideration, the receipt of which the parties
expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. Special Olympics Florida shall raise ~~for the County the minimum amount of one~~
million dollars (\$1,000,000) ("Fundraising Amount") for the opportunity to name ~~the Complex~~
and selected facilities ("Selected Features") at the Complex, as listed on Exhibit A, attached
hereto and incorporated herein.

2. Special Olympics Florida shall complete the fundraising effort and deliver the
Fundraising Amount in full to the County by December 31, 2005 ("Fundraising Deadline").
Should Special Olympics Florida fail to raise the Fundraising Amount by the Fundraising
Deadline, this Agreement shall terminate and the opportunity to name the Complex and Selected
Features reverts to the County. Upon written notification to County at least sixty (60) days prior
to the Fundraising Deadline, Special Olympics Florida may request an extension beyond the
Fundraising Deadline for the purpose of completing the Fundraising Amount.

3. The name chosen by Special Olympics Florida ("Chosen Name") for the Complex or Selected Feature shall not be placed on the ~~Complex~~ or Selected Feature until the Fundraising Amount is received by the County and construction of the Complex and Selected Features has been completed. The Chosen Name for the Complex will appear over or adjacent to the entrance of the Complex. The Chosen Name for a Selected Feature will be displayed prominently at the Selected Feature in a location selected by the County as appropriate. The County shall retain the Chosen Name for the Complex for the life of the Complex and retain the Chosen Name for a Selected Feature for life of the Selected Feature.

4. Special Olympics Florida acknowledges and agrees that names which will negatively impact the County or promote anything offensive to the general public or which will be perceived by the County to be offensive to the public, will negatively impact the capital generated by the fundraising effort and, thus, are not permitted. The County prohibits the selection of Chosen Names which are defamatory, libelous, slanderous, obscene or unlawful. The County also prohibits the selection of Chosen Names which promote tobacco, liquor of any type, exotic dancing, religious or political groups or any other Chosen Name which the County determines to be inappropriate or likely to hinder or interfere with the goal of generating capital from the exchange of naming opportunities for fundraising.

5. The Members of the Executive Committee of the Steering Committee of Special Olympics Florida Palm Beach County, the local chapter of Special Olympics Florida, shall conduct the process by which the Chosen Names are selected based on input from the Fundraising Committee. The Executive Committee members shall then forward the recommended Chosen Names to Special Olympics Florida for final ratification. The Executive Committee members shall also collect the funds raised on behalf of Special Olympics Florida and deposit the funds into the separate banking account established by Special Olympics Florida Palm Beach County for the construction of the athletic center.

6. In the event of a casualty loss, the Chosen Name of the Complex or Selected Feature shall be placed on the restored or replaced Complex or Selected Feature; however, Special Olympics Florida acknowledges and agrees that the County shall have no obligation to replace or restore the Complex or any Selected Feature should the Complex be destroyed or damaged.

7. The Chosen Name of the Complex shall be included on all written materials including

advertising, marketing and promotions for programs, services and events at the Center.

8. The County shall present to Special Olympics Florida no fewer than two (2) size, style, material and color options for the lettering of the Chosen Name of the Complex or Selected Feature. As the Center is constructed, the County reserves the right to limit size, style, material and color choices in order to ensure consistency within the Complex and the appropriateness of scale for each individual facility. The County shall consult Special Olympics Florida on the final size, style, material and color of the lettering prior to placement of the Chosen Name but the County reserves the right to make the final decision.

9. In the event that Special Olympics Florida wishes to make changes to the Chosen Name on the Complex or a Selected Feature after installation, such changes shall require the approval of the County, and approval shall be subject to the same evaluation criteria as the original Chosen Name. Any approved changes will be made at Special Olympics Florida's sole expense.

10. County acknowledges and agrees that the Fundraising Amount shall be used for the construction of the Athletic Center at the Complex. In the event that the total amount of funds raised exceeds the financial cost of constructing the Athletic Center, the excess funds shall be deposited for the benefit of Special Olympics Florida, Palm Beach County.

11. Special Olympics Florida warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

12. Special Olympics Florida agrees to maintain books, records, documents in accordance with normally accepted accounting procedures and practices, which sufficiently and properly reflect all the funds raised pursuant to this agreement for a period of not less than three (3) fiscal years. The County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

13. This Agreement cannot be assigned or transferred without the prior written approval of the County.

14. The parties agree that, in the event Special Olympics Florida is in default of its obligations under this Agreement, the County shall provide Special Olympics Florida thirty (30) days written notice to cure the default. In the event Special Olympics Florida fails to cure the default within the thirty (30) day cure period, the County may terminate this Agreement and shall

have no further obligation to honor the terms of this Agreement.

15. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party at any time prior to the acceptance of the Fundraising Amount.

16. The County and Donor may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

17. This Agreement shall be governed by the laws of the State of Florida and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida.

18. The space made available for Chosen Names at the Complex or its Selected Features constitutes a nonpublic forum. The County does not intend to open the Chosen Name to public discourse nor to create a limited or designated public forum. The County, in making the space for the Chosen Name available in exchange for fundraising, is acting strictly in a proprietary capacity with the purpose of generating capital. The goal of the County's naming rights agreement is to generate capital for the construction of the Complex from the fundraising initiative for the naming rights (that are reasonable and in good taste) in accordance with the terms of this Agreement to promote the County's provision of a safe, pleasant, convenient, non-controversial and cost-effective therapeutic recreational complex.

19. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Special Olympics Florida:

President and CEO
Special Olympics Florida
1105 Citrus Tower Boulevard
Clermont, Florida 34711

20. This Agreement represents the entire agreement between the parties and supercedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. The Agreement may be modified and amended only by written instrument executed

by the parties hereto.

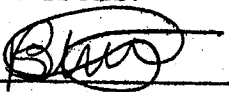
21. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

22. The parties are acting as independent contractors. Nothing in this Agreement will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party shall have the authority to bind the other in any respect.

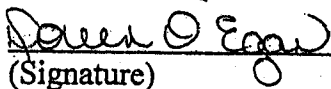
23. All of the terms of this Agreement shall apply to, be binding upon and inure to the benefit of the parties, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date written above.

WITNESSES:


(Signature)


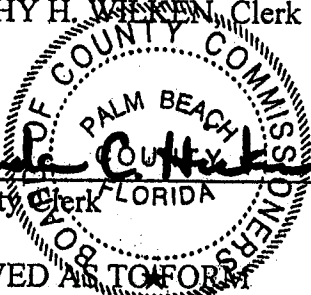
Silvia Vega
(Printed Name)


(Signature)

DOREEN O. EGAN
(Printed Name)

ATTEST:

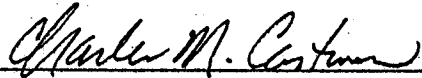
DOROTHY H. WILKINSON, Clerk

By: 
Deputy Clerk


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Nancy J. Dolan
Assistant County Attorney

SPECIAL OLYMPICS FLORIDA, INC.:

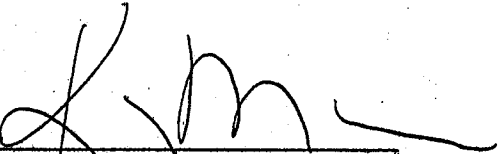
By: 

Name: Charles M. Castevens
(Printed Name)

Title: President, Special Olympics Florida

R2003 1974

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: 
Karen T. Marcus, Chair DEC 02 2003

APPROVED AS TO TERMS AND
CONDITIONS


By: 
Director, Parks and Recreation Dept.

Exhibit A

Therapeutic Recreation Complex
Fund Raising Campaign
Naming Opportunities Program

Building/Facility

Therapeutic Recreation Complex

Special Olympics Florida, Palm Beach County Athletic Center

Gymnasium
Weight Room
Dance/Aerobics Studio
Music Room
Art/Ceramics Classroom

Very Special Arts Art Gallery & Art Center

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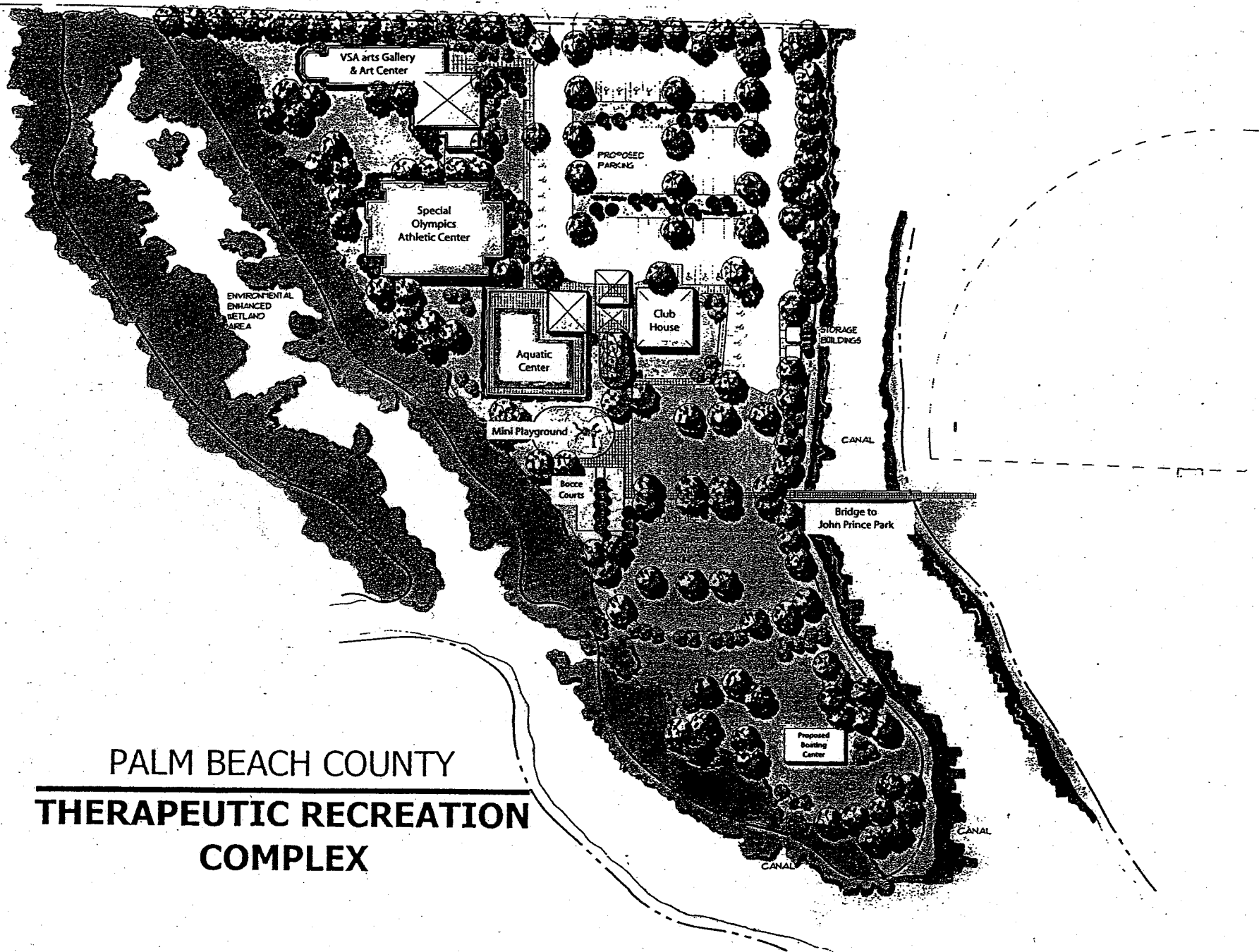
Aquatic Center

Mini Playground

Bridge to John Prince Park

Bocce Courts

LAKE WORTH ROAD



PALM BEACH COUNTY
**THERAPEUTIC RECREATION
COMPLEX**