

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 10, 2015

Consent
 Ordinance

Regular
 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: Agreement with the United States Olympic Committee for the development and implementation of a Paralympic Sport Club in Lake Worth, Florida, for the period March 10, 2015, through September 30, 2016.

Summary: This Agreement enables the United States Olympic Committee (USOC) and the Parks and Recreation Department to utilize each other's resources for the provision of a Paralympic Sports Club. This Agreement provides for the enhancement of paralympic sports for individuals with physical and visual disabilities. The County will provide a staff member to manage and oversee all aspects of the Paralympic Sport Club (PSC) and to serve as the liaison to the USOC. The County's financial obligations under this Agreement are limited to the provision of facility space, staff time, and related minor expenses incurred in the provision of these services and are subject to annual appropriations by the Board for this purpose. The USOC will allow Parks and Recreation to host a Paralympic Experience event and provide training, funding and administrative support for staff. District 3 (AH)

Background and Justification: United States Paralympics has a network of community programs across the country that builds sport/recreation opportunities for people with physical and visual disabilities. The Therapeutic Recreation Section of the Parks and Recreation Department is committed to enhancing the quality of life for people with disabilities. This mission is accomplished through the provision and facilitation of adaptive recreation/sports programs, training, and skill development. The USOC will provide the County eligibility to host a Paralympic Experience in the State or region. The USOC will provide one grant per calendar year of \$500.00 to assist in the operation of the Paralympic Experience. The USOC will provide one tuition scholarship for a coach or executive as selected by the County to attend select Olympic University Paralympic Conferences held by the USOC. The County will have access to the Paralympic Sport Club Tool Kit, gain several marketing tools, and have access to the USOC's Paralympic Sport Club mark. The County will have grant opportunities through the Olympic Opportunity Fund to enhance and expand programming. The County will make available facility space and will conduct new or existing programs in one or more Paralympic sport(s) for athletes with a physical or visual disability of any age and skill level. The County will conduct or promote a minimum of one competition per calendar year.

Attachment: Paralympic Sport Club Agreement

Recommended by: 
Department Director

2/24/2015
Date

Approved by: 
Assistant County Administrator

2/26/15
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

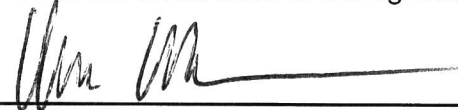
Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>8,830</u>	<u>9,065</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(500)</u>	<u>(500)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<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>*8,330</u>	<u>8,565</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 580 Unit 5204
 Object various / Revenue 4721 Program _____

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

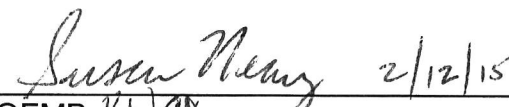
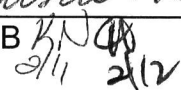
Program	FY2015		FY2016	
	Revenue	Expense	Revenue	Expense
Paralympic Sport Club	\$500	\$8,830	\$500	\$9,065
Totals	\$500	\$8,830	\$500	\$9,065

* Estimated net fiscal impact for this agreement is \$16,895. Actual revenue and operating costs will be determined at the termination of the agreement.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 2/12/15
 OFMB 

 2/23/15
 Contract Development and Control

B. Legal Sufficiency:

 2-23-15
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

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

PARALYMPIC SPORT CLUB AGREEMENT

This PARALYMPIC SPORT CLUB AGREEMENT (this "Agreement"), made and entered into this ____ day of _____, is by and between the United States Olympic Committee (the "USOC"), and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners (the "Local Operator").

BACKGROUND

The USOC and the Local Operator wish to enter into an agreement with respect to arrangements for the development and implementation of a "Paralympic Sport Club" ("PSC") in Lake Worth, FL.

AGREEMENT

1. Description of PSC; Program Manager. The PSC shall be a Paralympic sport development program that will be operated by the Local Operator. The Local Operator will designate an existing or new employee or representative of Local Operator to manage and oversee all aspects of the PSC and to serve as the liaison to the USOC.
2. USOC Performance. During the Term of this Agreement (defined below), the USOC will provide to the Local Operator:
 - a. A license to use the "PSC Marks," as set forth herein, including but not limited to Exhibit A hereto;
 - b. Eligibility to host a Paralympic Experience in the Local Operator's State or region. The Paralympic Experiences are one day, locally run events which take place in locations across the country. Should the Local Operator conduct a Paralympic Experience, the USOC will provide one grant per calendar year of Five Hundred Dollars (\$500.00), upon proper invoice from the Local Operator, to assist in the Local Operator's operation of the Paralympic Experience, as further described in Exhibit B hereto;
 - c. Eligibility to nominate athletes and coaches for consideration by U.S. Paralympics to participate in a Paralympic Games Experience, and in such other Paralympic Experiences that may be held by U.S. Paralympics in conjunction with the Paralympic Games;
 - d. One tuition scholarship for a PSC coach or executive as selected by the Local Operator to attend select Olympic University Paralympic Conferences held by the USOC;
 - e. A prominent hyperlink from the U.S. Paralympics website, www.usparalympics.org (under a "Paralympic Sport Clubs" section), to the Local Operator's website;
 - f. Opportunity to post the Local Operator's organizational profile in the Paralympic Resource Network, an online database that lists Paralympic sport programs nationwide;
 - g. Ability to post news releases and other promotional information on the U.S.

- Paralympics website and in other Paralympic communications tools, within parameters established by the USOC;
 - h. Access to the Paralympic Sport Club Tool Kit, which contains an apparel discount program and graphic templates such as electronic newsletters, posters, banners, recruitment cards, certificate of participation, tri-fold brochure, a Paralympic Experience Flyer and more;
 - i. Grant opportunities through the Olympic Opportunity Fund to enhance and expand programming; and
 - j. Consideration for PSC award nominations.
3. Representations and Warranties. The Local Operator represents and warrants that it has:
- a. in place an existing structure for Paralympic sports development;
 - b. access to an existing infrastructure of sports facilities to meet PSC needs; and
 - c. corporate status and IRS designation as a 501(c)(3) non-profit corporation or a 509(a)(1) tax-free public charity that receives most of its support from a governmental unit or from the general public, or otherwise has the authority to enter into and perform this Agreement.
4. Local Operator Performance. The Local Operator is responsible for the following in its role as the operator of the PSC:
- a. Establishment of a local steering/advisory committee or board of directors to oversee the PSC or representation of PSC activity within an existing steering/advisory committee or board of directors;
 - b. Use of "Paralympic Sport Palm Beach County" as the identity for the PSC, pursuant to this Agreement and such guidelines as are established by the USOC;
 - c. Conducting new or existing programs in one or more Paralympic sport(s) for athletes with a physical or visual disability of any age and skill level on a minimum of 40 days per calendar year;
 - d. Suggested to conduct one Paralympic Experience per calendar year of the Local Operator's design, provided that each is focused on promoting PSC activities as well as Paralympic sports generally among individuals who have Paralympic Games-eligible physical or visual disabilities and who are not already enrolled in the PSC;
 - e. Conducting or promoting a minimum of one competition per calendar year, which could include educating an athlete on competitive opportunities that exist through other sport organizations;
 - f. Use of PSC Marks in promoting Local Operator's program, as further described in Exhibit A hereto;
 - g. Becoming an active member of the Paralympic Resource Network through the U.S. Paralympics website, including keeping the Local Operator's contact information up to date;
 - h. Consistent use of electronic, print and other communications methods to disseminate U.S. Paralympics materials provided by the USOC to the PSC's members, constituents and the public;

- i. Maintaining an active and accurate profile of the population of athletes served, services provided and outcomes achieved by the PSC, and submitting reports in the manner required by U.S. Paralympics as allowed by relevant regulations and standards of good practice;
 - j. Insurance in accordance with Exhibit C, including that an up to date insurance certificate must accompany your signed Agreement.

5. Use of PSC Marks.
 - a. The USOC hereby grants the Local Operator a non-exclusive right and license to use the PSC emblem depicted in Exhibit A hereto (the "PSC Emblem") and the PSC mark "Paralympic Sport Palm Beach County" (collectively, the "PSC Marks") in the United States in connection with the activities of the PSC (e.g., on uniforms, equipment, and banners), provided that such use will be subject to the prior written approval of the USOC. All proposed uses of the PSC Marks must be in accordance with Exhibit A hereto, and shall be submitted for USOC approval via the USOC's online approvals system (Olymarcs).
 - b. In the event that the Local Operator desires to use the PSC Marks on any merchandise in connection with the activities of the PSC (e.g., on uniforms), the Local Operator shall be required to procure such merchandise as set forth in Exhibit A hereto.
 - c. The Local Operator may use, and agrees to use, U.S. Paralympics media and marketing materials provided by the USOC from time to time (e.g., U.S. Paralympics brochures, DVDs, PSAs, collateral materials, fundraising materials, etc.) to promote the PSC, Paralympic Experience programs and U.S. Paralympics in accordance with any guidelines promulgated by the USOC.
 - d. Nothing in this Agreement shall be construed as granting the Local Operator the right to use Olympic or Paralympic-related marks, images or terminology other than the right to use the PSC Marks as specifically authorized herein. All rights not expressly granted to the Local Operator are specifically reserved by the USOC.

6. PSC Sponsorship/Fundraising Initiatives. PSC sponsorships shall be limited to USOC sponsors and/or local/regional affiliates of USOC sponsors. For clarification, the Local Operator shall obtain guidance from USOC prior to implementing fundraising initiatives or entering into any sponsorship or other marketing arrangements in connection with the PSC program or using any PSC Marks. The Local Operator will ensure that there is no commercial association between any third party that has a commercial relation with the Local Operator (including but not limited to sponsors of the Local Operator) and the USOC, U.S. Paralympics, the U.S. Olympic Team or the U.S. Paralympic Team unless the third party is a USOC sponsor.

7. No Exclusivity. The Local Operator acknowledges that its rights hereunder are non-exclusive, such that the USOC may license one or more third parties to also serve as Paralympic Sport Clubs in Lake Worth, FL during the Term.

8. Term/Termination. This Agreement shall be effective from the date hereof through

September 30, 2016 (the "Term"). Notwithstanding the foregoing, either party may terminate this Agreement at any time and for any reason upon thirty (30) days prior written notice to the other party.

9. Books and Records. The USOC will have the right, at any time upon reasonable prior notice, to audit the books or records of the Local Operator related to the PSC. If any government agency requests from the USOC any PSC financial records, the Local Operator shall promptly provide the USOC with such records. To the extent permitted by law, Local Operator agrees to keep such books of account and records strictly confidential, excepting access to agents of the government and others necessary for the parties to exercise their respective rights under this Agreement.
10. Integration. It is the intent of the parties that this Agreement covers the full scope of the parties' agreement with respect to the PSC. However, program review and growth may require revision of this Agreement or amendments thereto. Such revisions or amendments will not take effect until agreed upon in writing by both of the parties hereto.
11. Not a Partnership. This Agreement does not make either party the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. The parties agree not to contend to the contrary or to attempt to enforce any contrary intention in any court. In addition, neither of the parties shall represent to third parties that it is an agent or partner of or joint venturer with the other party in connection with the PSC.
12. Notices. All notices required or permitted to be given under this Agreement shall be in writing and addressed as follows:

If to the Local Operator:

Palm Beach County Parks & Recreation Dept.
2728 Lake Worth Road
Lake Worth, FL
33461

If to the USOC:

United States Olympic Committee
One Olympic Plaza
Colorado Springs, Colorado 80909-5746
Attention: Chief of Paralympics
Facsimile: 719/866-2029

With a copy to:
General Counsel (at the same address)

or such other address as a party may designate in writing to the other party for this purpose. Such notice shall be deemed to have been duly given and received either (a) on the day of delivery, if hand delivered, (b) on the day after the date sent, when sent by overnight express mail, or (c) on the date sent when sent by facsimile and confirmed the same day by prepaid certified mail, addressed as above.

13. Financial Responsibility of the Local Operator. The parties acknowledge and agree that the Local Operator is financially responsible for the PSC and that the USOC shall not incur any financial obligation for or to the PSC, except as specifically provided in this Agreement.
14. Consents. Whenever the consent or approval of a party to this Agreement is required, such consent may be given or withheld by such party in its sole discretion unless otherwise specifically stated.
15. Availability of Funds. Local Operator's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the Local Operator and/or USOC.
17. Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the USOC, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
18. NonDiscrimination. USOC warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

19. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the County, and the United States Olympic Committee, has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

Mayor, Shelley Vana

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:


APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By:  _____
Director, Parks and Recreation Department

WITNESS:

UNITED STATES OLYMPIC
COMMITTEE



Dan Schwab
Mayor, Paralympic Community Partnership

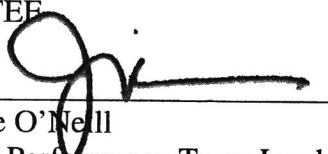
By:  _____
Name: Julie O'Neill
Title: Sport Performance Team Leader

EXHIBIT A

PSC Marks

PSC Emblem

Below is the official PSC Emblem. The Local Operator acknowledges and agrees that the USOC shall have the right to update the PSC Marks upon written notice to the Local Operator.



PSC Marks Usage Policy

Proposed uses by the Local Operator of the PSC Marks must be approved in advance by the USOC. Up to 15 business days from the time that the USOC receives the request is required for a response.

SOURCING POLICY FOR ALL MERCHANDISE BEARING PSC MARKS:

Any merchandise bearing PSC Marks must be purchased from one of the USOC's official premium fulfillment licensees, currently Staples and BDA.

BDA

Wendy Knapp
5525 Redmond Road NE Woodinville, WA 98072
wendyk@bdainc.com

Staples

Donna Armstrong
7500 West 110th St.
Overland Park, KS 66210
Donna.armstrong@staplespromoproducts.com

* In terms of the approval process, submissions will be made through Olymarcs, the USOC online marks approval system. Each PSC will be given one log-in account for submission of artwork using the PSC Marks. Additionally, USOC premium fulfillment licensees may also submit artwork on your behalf for USOC approval if you so desire.

APPLICATION STANDARDS FOR USE OF THE PSC MARKS:

Detailed usage rules for the PSC Marks are included in the Paralympic Sport Club Tool Kit. It includes guidelines for adding city names, using the PSC Marks alongside your organization's marks, appropriate sizing, colors, etc. The Paralympic Sport Club Tool Kit will be available and explained in detail once an organization becomes an active club.

The PSC Emblem may be used on letterhead, business cards and signs, so long as (i) the PSC Emblem is secondary to the identification of the Local Operator, and (ii) there is no associated advertising or other third party identification. These three items can be purchased from local vendors.

CONTACT INFORMATION

U.S. PARALYMPICS
Dan Schwieder Manager, Paralympic Community Partnerships Paralympic Division 719.866.2034 phone Daniel.Schwieder@usoc.org

EXHIBIT B

Suggested Paralympic Experience Program

The Local Operator is eligible to host a Paralympic Experience with the following goals:

- Inspire and encourage more individuals with physical and visual disabilities to be physically active
- Introduce Paralympic sport to individuals with physical and visual disabilities and their families
- Educate coaches, teachers and other sport and disability professionals on Paralympic sport
- Create a fun community event which identifies potential new athletes, volunteers, and partners for local Paralympic programs
- Grow Paralympic sport nationally
- Raise the profile for all partnering organizations on a local and national level
- Establish a network of support for Paralympic sport organizations throughout the country

Sample Paralympic Experience Schedule (not required)

Estimated Program Length (including Registration) 4-5 hours

Registration (1 hour)

Opening Ceremonies (.5 hour)

- Parade of Athletes / Organizations
- Welcome
- Paralympic highlight video
- Guest Speaker Welcome and Paralympic Experience messaging...why we are here.

Sport Stations (2 hours)

- Local Operator to choose two or three Paralympic sports
- All attendees will rotate through the sport stations

Parent Session (2 hours-simultaneous with Sport Stations)

- Parents – led by parent peer or adult with physical disability
- Videos on Paralympic sport, fostering independence, healthy life-style, sport opportunities for their children etc.

Coaches / teachers / other educators (2 hours-simultaneous with Sport Stations)

- One hour session on Paralympic sport, recruiting, etc.
- One hour observing Sport Stations

Lunch (optional-1 hour)

Closing Celebration (.5 hours)

- Closing Speaker
- Final Evaluation

The Local Operator shall be solely responsible for the organization, planning and implementation of the Paralympic Experience, except as otherwise set forth herein. Without limiting the generality of the foregoing, the Local Operator shall:

- Once a date, location, timeframe, and the sports have been chosen, complete a Paralympic Experience application online at least 6 weeks in advance of your planned event date.
- Conduct the Paralympic Experience in accordance with this Agreement, and based upon the suggested event schedule set forth above.
- Recruit event participants (athletes, parents, organizational partners, coaches, educators, recreation professionals, therapists and other interested parties).
- Within two weeks after the local event, submit an invoice to the USOC on agency letterhead in the amount of \$500.00.
- Add the Paralympic Experience event statistics and demographic information of all participants to your reporting document.

The USOC will provide the following support to Local Operator for hosting one Paralympic Experience per calendar year:

- Authorize the Local Operator to use the USOC's trademark "Paralympic Experience – Palm Beach County" and USOC-approved Paralympic Experience terminology solely for the purposes of the promotion and implementation of this event, subject to the understanding that all such marks and terminology shall be considered "PSC Marks," the Local Operator's use of which shall be subject to the terms and conditions of the Agreement.
- Announce the event on the U.S. Paralympics website (under the "Events" and "Paralympic Experience" section).
- Provide a box to the Local Operator which includes U.S. Paralympics general information brochures and promotional items
- Provide an online Tool Kit to the Local Operator which includes Paralympic Experience event flyer, press release templates, a marketing strategy and a sample registration and liability form.
- Make a grant to the Local Operator in the amount of \$500 in support of the Paralympic Experience once an invoice is received. The grant can offset event costs to include but not be limited to marketing, facility fees, transportation, coach support or a stipend for a local athlete.

EXHIBIT C

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, the COUNTY acknowledges to be self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such limits that may change and be set forth by the legislature.

The COUNTY acknowledges to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

When requested, the COUNTY agrees to provide a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status, which the USOC agrees to recognize as acceptable for the above mentioned coverages.

Carrie-Ann Kopelakis K.

Subject: FW: COI question

From: Scott Marting
Sent: Monday, November 24, 2014 11:55 AM
To: Kathy Bolander
Cc: Jackie Lambert; Jennifer Cirillo
Subject: RE: COI question

Based on that additional information, it would appear that this is for the sole benefit of Palm Beach County. As such, I think that the contract as it is currently written could be considered sufficient.

Thanks,

Scott Marting, ARM, CSP
Insurance and Claims Manager
Property and Liability Division
Palm Beach County Risk Management
100 Australian Avenue, Suite 200
West Palm Beach, FL 33406
smarting@pbcgov.org
Office: 561-233-5432
Fax: 561-233-5420



From: Kathy Bolander
Sent: Monday, November 24, 2014 11:44 AM
To: Scott Marting
Cc: Jackie Lambert; Jennifer Cirillo
Subject: RE: COI question

Scott

Thanks for your assistance and input. My understanding is the Agreement will allow:

- Therapeutic Recreation Programming to use the USOC name and logo when advertising events
- Our facility to become an authorized host site for the events but our staff will be responsible for running all events
- All programs offered to persons with disabilities will be run by our Dept
- The USOC will provide resources to our Dept in the form of a tool kit for media & marketing purposes, \$500 for a Paralympic experience, hyperlink to the US Paralympics website with ability to post our information, grant opportunities, etc.

USOC is asking why our Department is requiring insurance. Can you provide us with a response so that we can respond to the email request below. Thanks again for your assistance.

Look forward to hearing from you.

Kathy

Kathy Bolander

Director, Recreation Services Division

Palm Beach County Parks & Recreation

We create opportunities for healthy, happy living.

www.pbcparcs.com

office: 561-966-6628

fax: 561-966-7050