

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 19, 2018

☒ [X] 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: **A) 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 June 19, 2018, through December 31, 2019; and **B) authorize** the Director of the Parks and Recreation Department to extend the term of the Agreement or execute amendments to the Agreement that do not change the scope of work or terms and conditions of the Agreement; and **C) authorize** the Director of the Parks and Recreation Department to execute letters of acknowledgement to the United States Paralympics that extend the term of the Agreement.

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 Gateway to Gold experience and performance events, provide access to promotional, educational and sport development materials and administrative support for staff. The delegation of authority will authorize the Director of the Parks and Recreation Department to extend the term of the Agreement or execute amendments to the Agreement that do not change the scope of work or terms and conditions of the Agreement. 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 Gateway to Gold experience and performance events in the State or region. The County will conduct or promote a minimum of one competition per calendar year and a Gateway to Gold experience or performance event in the State or region. The USOC will provide access to the Paralympic Sport Club Resource Site, educational and sport development materials and use of the USOC's Paralympic Sport Club mark. The County will have the ability to participate in the Paralympic Sport Club Excellence Program and the opportunity to engage with select Paralympic corporate partners. 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 or skill level. The delegation of authority will authorize the Director of the Parks and Recreation Department to extend the term of the Agreement or execute amendments to the Agreement that do not change the scope of work or terms and conditions of the Agreement, which will streamline the agenda process.

The Agreement has been executed on behalf of the United States Olympic Committee, and now needs to be approved by the Board of County Commissioners.

Attachment: Paralympic Sport Club Agreement

Recommended by: 
Department Director

5/23/18
Date

Approved by: 
Assistant County Administrator

4/13/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	-0-	-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-	-0-

ADDITIONAL FTE

POSITIONS (Cumulative) 0

Is Item Included in Current Budget?

Yes X

No

Does this item include the use of federal funds?

Yes

No	<u>X</u>
----	----------

Budget Account No.:

Fund

Department

Unit

Object

Revenue

Program




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

* There is no fiscal impact for this agreement.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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


 OFMB  5/24  5/24 AK 5/25 5/6/23

Contract Development and Control

B. Legal Sufficiency:

Anne Helfert 6-13-18
Assistant County Attorney

C. Other Department Review:

Department Director

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 (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 Gateway to Gold experience and performance events in the Local Operator’s State or region. Gateway to Gold experience events are locally run events which take place across the country to introduce and educate athletes, coaches and others about a variety of Para sports, while generating awareness regarding the local program. Gateway to Gold performance events are primarily focused on a single Para sport, co-hosted by the Local Operator and the selected sport’s National Governing Body (“NGB”)/High Performance Management Organization (“HPMO”) to identify and recruit select athletes into High Performance programs;
 - c. A prominent hyperlink from the U.S. Paralympics website, www.usparalympics.org (under a “Paralympic Sport Clubs” section), to the Local Operator’s website;
 - d. Opportunity to post the Local Operator’s organizational profile in the Paralympic Resource Network, an online database that lists Paralympic sport programs nationwide;
 - e. 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;
 - f. Access to the Paralympic Sport Club Resource Site, which contains an operations handbook, PSC Excellence Program materials, Gateway to Gold materials, USOC sponsor resources, a PSC toolkit containing emblems and

- g. graphic templates, and more;
 - h. Ability to participate in the Paralympic Sport Club Excellence Program designed to support and recognize Paralympic Sport Clubs as they evolve their sport programming in various areas, including athlete identification and coaching education, and to recognize their contribution to the Paralympic Movement;
 - i. Opportunity to engage with Paralympic corporate partners in select, specially designed programs which support Paralympic Sport Club growth and development at the discretion of the USOC;
 - j. Ability to post PSC job openings on the Team USA website;
 - k. Access to the Team USA Mobile Coach App for a preferred fee associated with its use in selected sports;
 - l. Access to educational and sport development materials such as the American Development Model for Paralympic Sport, sport classification material, Paralympic Sport Coaching Guide, and more; and
 - m. Access to a network of NGBs/HPMOs for collaboration opportunities and sport development resources.
 - n. Compliance at all times during the Term with Legislative mandates, County and Department rules and regulations.
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. Consistently conducting new or existing programs in one or more Paralympic sport(s) for athletes with a Paralympic-eligible impairment (physical, visual and/or intellectual) of any age and skill level on a minimum of 40 days per calendar year;
 - d. 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;
 - e. Conducting a Gateway to Gold experience or performance event in the Local Operator's State or region;
 - f. Providing access to athlete development information including sport pipelines

- and classification opportunities, and actively assisting in connecting prospective athletes to High Performance programs supported by the USOC or applicable NGB/HPMO;
- g. Encouraging coaching staff to obtain sport specific certifications through the sport's appropriate National Governing Body;
 - h. Use of PSC Marks in promoting your local program, as further described in Exhibit A hereto;
 - i. 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;
 - j. 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;
 - k. 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;
 - l. Insurance in accordance with Exhibit B, including that an up to date insurance certificate must accompany your signed Agreement.
 - m. Compliance at all times during the Term with the minimum standards for athlete safety at Paralympic Sport Clubs set forth in Exhibit C hereto, as the USOC may update such Exhibit from time to time with prior written notice to the Local Operator.
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, etc.) to promote the PSC, Gateway to Gold initiatives and events 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 December 31, 2019 (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. The 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 unless and 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:

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 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.

- 17. 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, martial status, familial status, sexual orientation, gender identity and expression or genetic information.
- 18. Severability. If any term or provision of this Agreement of 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 and day and year above written.

ATTEST:
SHARON R. BROCK, Clerk &
Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

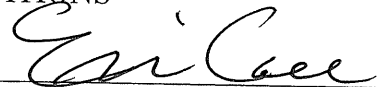
By: _____
Deputy Clerk

Mayor, Melissa McKinlay

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
By: 
Name: Julie Dussliere
Title: Vice President, Paralympics
Date: 4-11-2008

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
Karen Varner
420 N. University Dr.
Waukesha, WI 53188
karen.varner@staples.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 by the USOC Manager in the Local Operator’s region 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
Calli Doggett Paralympic Division 719.866.4727 Calli.doggett@usoc.org

EXHIBIT B

Insurance

Without waiving the right to sovereign immunity as provided by *s. 768.28 f.s. as amended*, the Local Operator acknowledges to be self-insured for liabilities under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

The Local Operator agrees to maintain or to be self-insured for Worker's Compensation in accordance with Florida Statute 440.

In the event Local Operator maintains excess liability insurance in lieu of exclusive reliance of self-insurance under *s. 768.28 f.s.*, the Local Operator shall designate USOC as an Additional Insured.

All purchased insurance coverage, shall be written by a company(ies) qualified to conduct business in the State(s) in which the Local Operator is headquartered. The Local Operator shall be responsible for providing for thirty (30) days' written notice of cancellation to USOC if cancelled prior to the policy expiration.

During the Term of this Agreement, a valid and in force Certificate of Insurance shall be issued evidencing the above requirements.

To the extent insurance carried by any National Governing Body and/or other entity participating in support of the PSC which duplicates the Local Operator requirements set forth above, the USOC will evaluate such coverage and entertain a reduction or elimination of applicable Local Operator requirements.

EXHIBIT C

Minimum Standards for Athlete Safety at Paralympic Sport Clubs

The United States Olympic Committee requires that the Local Operator for each Paralympic Sport Club adopt an athlete safety program that includes, at a minimum, the following components:

1. **Prohibited Conduct**

A policy which prohibits and defines the following misconduct:

- ✓ Bullying
- ✓ Hazing
- ✓ Harassment (including sexual harassment)
- ✓ Emotional Misconduct
- ✓ Physical Misconduct
- ✓ Sexual Misconduct (including child sexual abuse)

The policy shall apply to (1) Paralympic Sport Club employees; and (2) individuals the Local Operator formally authorizes, approves or appoints (a) to a position of authority over, or (b) to have frequent contact with, athletes participating in the Paralympic Sport Club.

Comment(s):

- (a) Prohibited misconduct shall include, without limitation:

Romantic or sexual relationships, which began during the sport relationship, between athletes or other participants and those individuals (i) with direct supervisory or evaluative control, or (ii) are in a position of power and trust over the athlete or other participant in the Paralympic Sport Club. Except in circumstances where no imbalance of power exists, coaches have this direct supervisory or evaluative control and are in a position of power and trust over those athletes or participants they coach.

The prohibition on romantic or sexual relationships does not include those relationships where it can be demonstrated that there is no imbalance of power. For example, this prohibition does not apply to a pre-existing relationship between two spouses or life partners. For factors that may be relevant to determining whether an imbalance of power exists, consult the USOC's Athlete Protection Policy.

- (b) Local Operators are not required to prohibit misconduct as specifically categorized above. For example, a Local Operator may prohibit sexual harassment as "harassment," "sexual harassment," or under some other category or definition.

2. Criminal Background Checks

Each Paralympic Sport Club shall require criminal background checks for those individuals it formally authorizes, approves or appoints (a) to a position of authority over, or (b) to have frequent contact with, athletes participating in the Paralympic Sport Club. For purposes of clarification, a Paralympic Sport Club is considered to formally authorize, approve or appoint an individual in instances where the Paralympic Sport Club has control over the appointment process.

3. Education & Training

Each Paralympic Sport Club shall require education and training concerning the key elements of its safety program for those individuals it formally authorizes, approves or appoints (a) to a position of authority over, or (b) to have frequent contact with, athletes participating in the Paralympic Sport Club.

4. Reporting

Each Paralympic Sport Club shall establish a procedure for reporting misconduct.

5. Enforcement

- a. Each Paralympic Sport Club shall have a grievance process, which is materially free of bias and conflicts of interest, to address allegations of misconduct following the report or complaint of misconduct which has not been adjudicated under a criminal background check.
- b. In cases where the Ted Stevens Act applies, each Paralympic Sport Club shall comply with the Act's requirements.
- c. The grievance process, whether by policy or operation of law, shall include the opportunity for review by a disinterested individual or body.

6. Other

- a. These minimum standards may be amended from time to time by the USOC.
- b. In implementing an athlete safety program, Paralympic Sport Clubs shall be guided by the principle that supporting the health and safety of its athletes is a key element of its managerial capabilities.
- c. Failure to meet the minimum standards as set forth in this policy may result in disciplinary action by the USOC including, without limitation, the termination of the PSC designation.
- d. Exceptions to these minimum standards based on the organizational structure of the Paralympic Sport Club may be granted by the USOC on a case-by-case basis where appropriate, provided that such exceptions do not materially endanger athletes.