

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 17, 2021

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: an Agreement with Special Olympics Florida to clearly define respective roles for the effective and efficient delivery of programs, support, management, operation and use of Club Manager’s Association of America (CMAA) Therapeutic Recreation Complex for the implementation of year round sports training and athletic competition in a variety of Olympics-type sports for people with intellectual disabilities. The term of this Agreement shall be for a period of three years and shall be automatically renewed annually, unless either party provides written notice of intent to terminate the agreement.

Summary: This Agreement enables Special Olympics Florida and the Parks and Recreation Department to utilize each other’s resources for the provision of sports training and athletic competition for people with intellectual disabilities who wish to participate, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy and participate in the sharing of gifts, skills, and friendship with their families, other Special Olympics athletes, and the community. The Parks and Recreation Department and Special Olympics Florida recognize the benefits to be derived by utilizing each other’s personnel, expertise and resources thereby minimizing the duplication of services for people with disabilities. The term of this Agreement shall be for a period of three years and shall be automatically renewed annually, unless either party provides written notice of intent to terminate the agreement. District 3 (AH)

Background and Justification: Special Olympics, has provided programs for over 53 years and has become a global movement, changing lives and attitudes since 1968. Special Olympics Florida was founded in 1972 and has provided programs for over 49 years. Special Olympics and the Palm Beach County Parks and Recreation Department have collaborated since 1985 and have provided programs for over 36 years. Special Olympics transforms lives through the joy of sport, every day, everywhere. Special Olympics is the world’s largest sports organization for people with intellectual disabilities with 5.7 million athletes in 200 countries. Here in Florida, Special Olympics serves over 60,000 athletes and Unified partners. Here in Palm Beach County Special Olympics serves over 2,000 athletes. The programs help people with intellectual disabilities participate as productive and respected members of society, offering them a fair opportunity to develop and demonstrate their skills and talents through sports training and competition, and by increasing the public’s awareness of their capabilities and needs. This agreement will define the roles of Special Olympics Florida and the Parks and Recreation Department. The collaboration helps align both organization’s missions and reinforces the importance of providing diverse, inclusive programs that build a community where everyone has the lifelong opportunity to develop physically, emotionally, and socially through sports, wellness, and leadership training.

Attachment: Special Olympics Agreement

Recommended by: 
Department Director

7-21-21
Date

Approved by: 
Assistant County Administrator

8/12/2021
Date

II. FISCAL IMPACT ANALYSIS


A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
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	<u>X</u>	No	
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>

Budget Account No.: Fund ___ Department ___ Unit ___
 Object ___ / Revenue Source ___ Program


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


There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


 OFMB At 7/26/21
 MG 7/26/21


 Contract Development and Control
 8-11-21 TW

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND SPECIAL OLYMPICS FLORIDA, INC.
FOR COORDINATION OF SPECIAL OLYMPICS FLORIDA, INC. PROGRAMS TO
INDIVIDUALS WITH INTELLECTUAL DISABILITIES**

This Agreement is made the _____ day of _____, 20____, between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and Special Olympics Florida, Inc. a not-for-profit corporation ("Corporation").

WITNESSETH

WHEREAS, the County owns and operates the Club Managers Association of America Therapeutic Recreation Complex, an institute dedicated to enhancing the quality of life for people with disabilities and their families, hereinafter referred to as "CMAA Therapeutic Recreation Complex"; and

WHEREAS, the Corporation was established as a private not-for-profit organization to provide year-round sports training and athletic competition in a variety of Olympic-type sports for people with intellectual disabilities who wish to participate, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy and participate in the sharing of gifts, skills and friendship with their families, other Special Olympics athletes and the community; and

WHEREAS, the County and Corporation desire to clearly define their respective roles for the effective and efficient delivery of programs, support, management, operation, and use of said CMAA Therapeutic Recreation Complex Premises and other County facilities; and

WHEREAS, the County and Corporation, recognize the benefits to be derived by utilizing each other's personnel expertise and services thereby minimizing the duplication of services for individuals with disabilities; and

WHEREAS, the County and Corporation desire to provide individuals with intellectual disabilities an environment to further develop sports training programs and increase athletic competition opportunities; and related initiatives; and

WHEREAS, the Corporation has designated the Palm Beach County Parks and Recreation Department ("Department") as the Special Olympics program affiliate for Palm Beach County, Florida; and

WHEREAS, entering into this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Purpose: The purpose of this Agreement is to enable the Corporation and County to utilize each other's personnel, expertise, services, equipment and facilities, to provide year-round mutually agreed upon sports training and athletic competition in a variety of Olympic-type sports for individuals with intellectual disabilities.
3. Definitions:
 - A. "County Facilities": facilities on real property owned or operated by the County, excluding facilities that are leased, licensed or under the contractual control of others.
 - B. "CMAA Premises": depicted on Exhibit "A" means County Facilities located at 2728 Lake Worth Road, Lake Worth, FL 33461, and includes an administration building, gymnasium, recreation center, aquatic center, and surrounding property.
4. The Corporation shall:
 - A. Provide direct funding for all Palm Beach County Affiliate of Special Olympics Florida, Inc. (PBCASO) operating expenses including but not limited to, sports training and athletic competition and related initiatives for individuals with intellectual disabilities, competitive delegation travel, program initiatives, conferences and travel, postage, fundraising expenses, program supplies, and office supplies. In the event Corporation denies approval of funding, County shall not be liable for the above expenses, if Corporation does not pay them.
 - B. Conduct fundraising and accept monetary donations, personal property, and tangible objects for the enhancement and beautification of the CMAA Premises or to support Corporation programs sponsored or co-sponsored by the County.
5. The County shall:
 - A. Allow the Corporation use of the CMAA Premises for sports training and athletic competition and related initiatives for individuals with intellectual disabilities, fundraising activities, special events, and other related activities. All such functions and activities must follow the Department's established policies and procedures. Any requests for functions, activities or uses of the CMAA Premises must receive prior approval from the Director of the Department/designee.

- B. Allow the Corporation use of County Facilities for sports training and athletic competition and related initiatives for individuals with intellectual disabilities. The Corporations use of the County Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement which may be amended or supplemented from time to time upon the mutual written agreement of the County or Department Director/designee and Special Olympics Florida, Inc. ; (ii) the County's rules, regulations and policies governing the use of the County's Facilities; (iii) any grant or bond obligations pertaining to the use of any of the County's Facilities; and (iv) all applicable local, state and federal laws.
- C. As budget permits, dedicate up to three (3) full-time employees to conduct sports training and athletic competition and related initiatives and provide program promotional support.

6. Insurance:

The Corporation shall maintain, at its sole expense, at all times during the term of this Agreement, the coverage and limits, including endorsements, described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Corporation, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Corporation under this Agreement. The Corporation agrees to provide County a Certificate(s) of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. Corporation agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage and endorsements shall apply on a primary basis and non-contributory basis.

- A. Commercial General Liability: Corporation shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, and shall include participant liability Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department.
- B. Business Automobile Liability: Corporation shall maintain Business Automobile Liability insurance at a limit of not less than \$1,000,000 each accident including coverage for owned, hired and non owned autos.
- C. Workers' Compensation Insurance & Employer's Liability: Corporation shall maintain Workers' Compensation and Employer's Liability in accordance with Florida Statute Chapter 440.

- D. Additional Insured Clause: The Commercial General Liability and the Business Automobile liability policies shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.
 - E. Waiver of Subrogation: Corporation hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Corporation shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Corporation enter into such an agreement on a pre-loss basis.
 - F. Certificate of Insurance: Within forty-eight (48) hours of the County's request to do so, the Corporation shall deliver to the County via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the Corporation shall provide this evidence to the County's representative, prior to the expiration date of each and every insurance required herein.
 - G. Right to Revise or Reject: County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
7. Indemnification: Corporation shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of Corporation.
8. Default: The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or

equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

9. Term: The term of this Agreement shall be for a period of three (3) years and shall be automatically renewed annually, unless either party provides a written notice of intent to terminate the agreement to the other party thirty (30) days in advance.
10. Availability of Funds: Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.
11. Notice: All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

IF TO COUNTY:

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

IF TO CORPORATION:

President/CEO
Special Olympics Florida, Inc.
1915 Don Wickham Drive
Clermont, FL 34711

12. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Corporation certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).
13. Criminal History Records Check: The Corporation's employees or subcontractors of the Corporation and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Criminal Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Corporation is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Corporation acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall

be paid by the County.

This Agreement may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Corporation(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Corporation shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to the County. If the Corporation or its subcontractor(s) terminates an employee who has been issued a badge, the Corporation must notify the County within two (2) hours. At the time of termination, the Corporation shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Corporation if the Corporation 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the County regarding a terminated Corporation employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

14. Regulation: Licensing Requirements: Corporation shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Corporation is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.
15. Nondiscrimination: The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Corporation warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Corporation represents and warrants that it will comply with the County’s Commercial Nondiscrimination Policy as described in Resolution 2018-1770, as amended. As part of such compliance, the Corporation shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation,

gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, not shall the Corporation retaliate against any person for reporting instances of such discrimination. The Corporation shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Corporation understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Corporation shall include this language in its subcontracts.

16. Severability: If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to any person or circumstance 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.
17. Termination: Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, by either party, with or without cause, upon thirty (30) days written notice to the other party. Upon termination of this Agreement, any and all permanent improvements or additions made by Corporation to CMAA Premises shall remain the property of the County. Supplies and equipment either donated by Corporation or purchased with Corporation funds are considered County property and shall remain with the County.
18. Access to County Facilities:
County reserves the right to cancel in-progress or future programs/events on County property and/or restrict access of Corporation or program participants to County property during an emergency, including but not limited to a pandemic or disaster.
19. Dispute Resolution: In the event an issue arises which cannot be resolved between Corporation and the County's Director of Recreation Services regarding the use or availability of a County Facility, the dispute shall be referred to the President/CEO of Special Olympics Florida, Inc. and the Director of the County's Parks Department who shall both make a good faith effort to resolve the dispute.

20. Entirety of Agreement: County and Corporation agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
21. Access and Audits: If applicable, should any portion of the payments made to Corporation include Corporation's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, Corporation will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The County shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at Corporation's place of business.

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 Corporation, 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.

22. Independent Contractor: The Corporation is, and shall be, in the performance of provisions pursuant to this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. The Corporation does not have the authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement. The County shall have no contractual obligation to any person or entity retained or engaged by the Corporation to perform any services pursuant to this Agreement. Any disputes, claims, or liability that may arise as a result of the Corporation's procurement of such services is solely the responsibility of the Corporation and the Corporation hereby holds the County harmless for same to the extent permitted by law.
23. No Third Party Beneficiaries: 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 County and/or Corporation.
24. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of

competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to 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.

25. Public Records: Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Corporation: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Corporation shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Corporation is specifically required to:
- A. Keep and maintain public records required by the County to perform services as provided under this Contract
 - B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Corporation further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time
 - C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Corporation does not transfer the records to the public agency
 - D. Upon completion of the Contract, the Corporation shall transfer, at no cost to the County, all public records in possession of the Corporation unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Corporation transfers all public records to the County upon completion of the Contract, the Corporation shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Corporation keeps and maintains public records upon completion of the Contract, the Corporation shall meet all applicable requirements for retaining public records. All records stored electronically by the Corporation must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Corporation to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Corporation acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CORPORATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

26. Counterparts: This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The County may execute the Agreement through electronic or manual means. Corporation shall execute by manual means only, unless the County provides otherwise.

27. E-Verify Employment Eligibility: Corporation warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Corporation's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Corporation shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Corporation shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Corporation has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Corporation's subcontractor has knowingly

violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Corporation to terminate its contract with the subcontractor and Corporation shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, Corporation shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, Corporation shall also be liable for any additional costs incurred by County as a result of the termination.

[This space left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

**Joseph Abruzzo
Clerk of the Circuit Court & Comptroller**

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

WITNESSES:

Special Olympics Florida, Inc.

By: *Tina Singh* 5/27/2021
Signature Date
Tina Singh

By: *Sherry Wheelock* 5/27/21
Signature Date
Sherry Wheelock

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: *[Signature]*
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: *[Signature]*
Director, Parks & Recreation Dept.

EXHIBIT "A"

DESCRIPTION OF "PREMISES"

The Murray, Meyer & Rachelle Grodetsky Family Foundation Athletic Center

16,775 square feet (entire building)

Dimensions: 104' (stage to concession) X 80' (bleachers included)

Concession Room

Accessible restrooms

Accessible Changing room

Fountains Country Club Recreation Center

2,200 square feet

Meeting/Social Activities Room and Catering Kitchen

Accessible Restrooms

The Gleneagles Country Club Aquatic Center

9,760 square feet

178,000 gallon swimming pool

Depths from 3'6" to 7'

Arts Center & Administration Building

8,984 square feet

Club Managers Association of America Art Gallery: 785 square feet

Training Room: 583 square feet

Creative Arts Room: 583 square feet

Pottery Room: 584 square feet

Joseph E. Biben Computer Laboratory: 518 square feet

Staff Work Room: Occupancy 21 people

Staff Conference Room: Occupancy 30 people

Staff Offices: All offices are rated for two people, except offices 1, 2, 3, 9 and 10.

Located in John Prince Park on 8 acres of land

92 parking spaces (14 Handicap Spaces)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED Special Olympics, Inc. 1133 19th Street NW Washington DC 20036		INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 18058	


COVERAGES **CERTIFICATE NUMBER:** 1001829358 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: OTHER		Y	PHPK2221927	12/31/2020	12/31/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2221927	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							NON-OWNED/HIRED AUTO	\$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 - Coverage applies to the following: SPECIAL OLYMPICS FLORIDA, PALM BEACH COUNTY, 2728 LAKE WORTH ROAD, LAKE WORTH, FL 33461.

- The Certificateholder is only an Additional Insured with respect to liability caused by the negligence of the Named Insured as per Form PI-AM-002-Additional Insured-Certificateholders, as respects to the SPECIAL OLYMPICS FLORIDA, PALM BEACH COUNTY, ALL SPECIAL OLYMPICS FL-PBC PRACTICES, TRAINING, PROGRAMS, EVENTS AT THERAPUETIC RECREATION COMPLEX on February 04, 2021.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o PBC Parks & Recreation Dept 2700 Sixth Avenue South Lake Worth FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY American Specialty Insurance & Risk Services, Inc.		NAMED INSURED Special Olympics, Inc. 1133 19th Street NW Washington, DC 20036	
POLICY NUMBER PHPK2221927		EFFECTIVE DATE: 12/31/2020	
CARRIER Philadelphia Indemnity Insurance Company	NAIC CODE 18058		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1001829358

- Named Insured (cont'd): All Special Olympics Accredited U.S. Programs
- The Hired Auto Physical Damage limit contains a \$1,000 collision deductible and a \$100 other than collision deductible (for commercially rented vehicles only). Nonowned and Hired Auto (NOHA) liability is excess of any valid and collectible insurance.
- Coverage for property you rent or occupy, property loaned to you and property in the care, custody, or control of the Insured, \$100,000 limit subject to a \$2,500 deductible per loss, excluding watercraft, aircraft, and autos.