

# Memorandum



**Date:** December 7, 2010

**To:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

Agenda Item No.8(M)(1)(D)

**From:** George M. Burgess  
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

**Subject:** Paralympic Sport Club Agreement with the United States Olympic Committee

## **Recommendation**

It is recommended that the Board adopt the attached resolution approving a Paralympic Sport Club Agreement between Miami-Dade County through its Park and Recreation Department, Leisure Access Services Division, (the "Local Operator") and the United States Olympic Committee (USOC), for the development, implementation, operation and management of all aspects of a Paralympic Sports Club (PSC).

## **Scope**

The PSC will involve children and adults with physical and visual disabilities in sports and physical activity, regardless of skill level. The proposed agreement will have a County-wide impact.

## **Fiscal Impact/Funding Source**

There are no implementing costs associated with entering into this agreement nor are there any future operating impacts to the County by entering into this agreement

## **Track Record/Monitor**

The Agreement will be monitored and managed by the Park and Recreation Department (MDPR), Leisure Access Services Division, Manager.

## **Background**

The U.S. Paralympics is a division of the USOC that provides world-class competition for disabled athletes and are part of the Olympic Games. Paralympic Sport Clubs are community-based programs developed to provide opportunities for athletes with disabilities to develop physical skills to train for Paralympic Competitions which take place the same year and in the same country as the Olympics.

The USOC through the Paralympic Sport Club Agreement will assist the Local Operator in developing, implementing, managing and overseeing the PSC. The Term of the agreement will expire on September 30, 2012; however, provided that the Local operator requests in writing on or before September 1, 2012, the Term shall automatically be extended to September 30, 2016. The agreement includes provisions for the Local Operator to establish a local steering/advisory committee or board of directors to oversee the PSC and to use "Paralympic Sport *Miami*" as the identity for the PSC, pursuant to guidelines established by the USOC. Additionally, the agreement provides that the USOC will allow the Local Operator a non-exclusive right and license to use the PSC emblem depicted in Exhibit D of the attached Agreement and the PSC mark "Paralympic Sport *Miami*" in the United States in connection with the activities of the PSC (e.g., on uniforms, equipment and banners).

MDPR's Leisure Access Services Division provides programs exclusively for children and adults with disabilities run by Certified Therapeutic Recreation Specialists at seven designated County parks/facilities (A.D. Barnes Park, Camp Matecumbe, Coral Estates Park, Gwen Cherry Y.E.T. Center, Tamiami Park, Country Club of Miami Golf Course, Palmetto Golf Course) and other locations throughout the County including the Big Five Tennis Club. PSC designation will enhance MDP's disability services program by providing name recognition and marketing associated with the U.S. Olympics.

MDPR began serving persons with developmental disabilities in the early 1970's. The program grew to include persons with a variety of disabilities and interests. In 1993, a wheelchair tennis program was initiated and tournaments hosted by MDP brought wheelchair athletes from throughout the Southeast. Between 1995 and 2005, MDP's Leisure Access Services Division developed relationships with other organizations in the County that shared an interest in disability sports. Fourteen community organizations are currently signed on to partner with MDP to increase the quality and quantity of recreational and competitive sports opportunities for persons with disabilities. These organizations include: Dade County Public Schools, Jackson Memorial Hospital Rehabilitation Center, Shake-A-Leg, City of Miami - Lighthouse for the Blind, Leisure Access Foundation, Spina Bifida Association, United States Tennis Association of Florida and Paralyzed Veterans Association of Florida.

In 2007, MDP became a designated BlazeSports club. This designation formalized MDP's disability sports programs and increased support for its developmentally disabled sports activities. BlazeSports, a national organization whose mission is to advance the lives of youth and adults with physical disability through sport and healthy lifestyles, is a direct legacy of the 1996 Atlanta Paralympics and is a multi-level sports program of instruction, competitions, teams, and camps.

The Paralympic Sports Club designation is one more step in MDP's goal to provide the best resources for local athletes who are blind, use a wheelchair or prosthetics to realize their dream of becoming an Olympic athlete on a Paralympic Team. It is recommended that the approval of the requested agreement be granted to continue the quality service the MDP, Leisure Access Services Division provides to the public.

Attachments



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Alex Muñoz  
Assistant County Manager



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** December 7, 2010

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(M)(1)(D)

Please note any items checked.

- \_\_\_\_\_ "3-Day Rule" for committees applicable if raised
- \_\_\_\_\_ 6 weeks required between first reading and public hearing
- \_\_\_\_\_ 4 weeks notification to municipal officials required prior to public hearing
- \_\_\_\_\_ Decreases revenues or increases expenditures without balancing budget
- \_\_\_\_\_ Budget required
- \_\_\_\_\_ Statement of fiscal impact required
- \_\_\_\_\_ Ordinance creating a new board requires detailed County Manager's report for public hearing
- \_\_\_\_\_ No committee review
- \_\_\_\_\_ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- \_\_\_\_\_ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(M)(1)(D)  
12-7-10

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING A PARALYMPIC SPORT CLUB AGREEMENT BETWEEN MIAMI-DADE COUNTY THROUGH THE PARK AND RECREATION DEPARTMENT, LEISURE ACCESS SERVICES DIVISION, AND THE UNITED STATES OLYMPIC COMMITTEE FOR THE DEVELOPMENT, IMPLEMENTATION, OPERATION AND MANAGEMENT OF ALL ASPECTS OF A PARALYMPIC SPORT CLUB AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the Paralympic Sport Club Agreement between Miami-Dade County through its Park and Recreation Department, Leisure Access Services Division, (the "Local Operator") and the United States Olympic Committee for the development, implementation, operation and management of all aspects of a Paralympic Sports Club (PSC), in substantially the form attached hereto and made a part hereof; and further authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and to exercise the renewal and cancellation provisions contained therein after approval by the County Attorney's Office.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman  
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Lynda Bell
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of December, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

  
\_\_\_\_\_

Monica Rizo

## PARALYMPIC SPORT CLUB AGREEMENT

This PARALYMPIC SPORT CLUB AGREEMENT (this "Agreement"), made and entered into this 17<sup>th</sup> day of February, 2010, is by and between the United States Olympic Committee (the "USOC"), and Miami-Dade Parks and Recreation, Leisure Access Services (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 Miami, Florida.

### 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 employee 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;
  - b. Eligibility to be selected by the USOC to host a Paralympic Experience in the Local Operator's State or region, subject to the understanding that not every PSC will have the opportunity to so host a Paralympic Experience and that the date and location for each Experience shall be determined jointly between the applicable PSC and the USOC. The State Paralympic Experiences are one day, locally run events which take place in locations across the country and are hosted by the local organization. In the event the parties decide to have the Local Operator run a State Paralympic Experience, the USOC will provide a grant of two hundred and fifty dollars (\$250.00) upon proper invoice from the Local Operator to assist in the event. The Local Operator will follow the directions and meet the objectives as expressed in Exhibits A & B hereto attached;
  - c. Authority to select one athlete and one coach to participate in each National Paralympic Experience held by the USOC, within the specifications defined by the USOC;
  - d. Eligibility to nominate athletes and coaches for consideration by the USOC to participate in a Paralympic Games Experience, and in such other Paralympic Experiences that may be held in conjunction with the Paralympic Games;
  - e. 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;
- f. Access for PSC coaches and executives to participate in select Olympic University programs determined by the USOC;
  - g. Eligibility to nominate participants for consideration by the USOC for USOC Paralympic military programs and eligibility to be selected by the USOC to host USOC Paralympic military programs;
  - h. A prominent hyperlink from the U.S. Paralympics website (under a "Paralympic Sport Clubs" section) to the Local Operator's website; and
  - i. Ability to post news releases and other promotional information on the U.S. Paralympics website and in other U.S. Paralympics communications tools, within parameters established by the USOC.

3. **Representations and Warranties.** The Local Operator represents and warrants that it has:

- a. in place existing programs for Paralympic sports development;
- b. access to an existing infrastructure of sports facilities to meet PSC needs; and
- c. status as a government entity.

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;
- b. Use of "Paralympic Sport *Miami*" as the identity for the PSC, pursuant to such guidelines as are established by the USOC;
- c. Conducting of programs in one or more Paralympic sport(s) for athletes with a physical disability on a minimum of 40 days per calendar year;
- d. Conducting Paralympic Sports Day clinics, such clinics to be 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 disabilities and who are not already enrolled in the PSC;
- e. Conducting competition's open to members of the PSC, members of other PSCs as appropriate, and other Paralympic Games-eligible athletes in each Paralympic sport for which the PSC conducts programs, subject to the understanding that the competition(s) may be conducted in collaboration with other organizations, need not be restricted to Paralympic Games-eligible athletes, and can be at any competitive level;
- f. Listing all clinics, competitions, and other PSC programs open to the public on the U.S. Paralympics website at least three months in advance of each event or within two weeks of announcement of the event, whichever shall come later;
- g. Use of electronic, print or other communication methods to disseminate U.S. Paralympics newsletter and other U.S. Paralympics materials provided by the

- USOC from time to time to the PSC's members, constituents and the public;
- h. Maintaining an active and accurate profile of the population of athletes served, services provided and outcomes achieved by the PSC, and submitting quarterly reports in the manner required by the USOC as allowed by relevant regulations and standards of good practice;
  - i. Requiring PSC participants to release their names, contact information and demographic information (including sex, year of birth, ethnicity and type of physical disability) to be shared with the USOC for non-commercial uses, and providing quarterly reports of membership and program participation to the USOC; and
  - j. Insurance in accordance with Exhibit C.
5. **Indemnification**. The Local Operator does hereby agree to indemnify, defend and hold harmless the USOC to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the Local Operator shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the Local Operator. The foregoing is not a cap on liability for grossly negligent or willful acts. However, nothing herein shall be deemed to indemnify the USOC from any liability or claim arising out of the negligent performance or failure of performance of the USOC or any unrelated third party.
6. **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 D hereto (the "PSC Emblem") and the PSC mark "Paralympic Sport *Miami*" (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 D hereto, and shall be submitted for USOC approval to:

United States Olympic Committee  
One Olympic Plaza  
Colorado Springs, CO 80909  
Attn: Research and Brand Management

- b. In The event the Local Operator desires to use 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 from official licensees of the USOC; provided that, if (a) there is no USOC licensee for a particular item, (b) the USOC licensee in response to

the Local Operator's request has quoted an f.o.b. price to the Local Operator that is more than ten percent (10%) in excess of that available from the Local Operator's preferred manufacturer for an item of substantially the same quality, or (c) the USOC licensee, after receiving reasonable notice of the order, is unwilling or unable to meet the Local Operator's reasonable specifications for quality, quantity, or delivery time, then the Local Operator may, as instructed by the USOC, obtain such item from any manufacturer of its choice; provided that such manufacturer executes a one-time license agreement with the USOC and agrees to pay the USOC a royalty on sales of such item at the then-prevailing royalty rate. Pins may be sourced solely through the USOC's exclusive licensee.

- 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.

7. **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.
8. **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 **Miami, Florida** during the Term.
9. **Term/Termination.** This Agreement shall be effective from the date hereof through September 30, 2012 (the "Term"); provided that, if the Local Operator so requests in writing on or before September 1, 2012, the Term shall be automatically extended through September 30, 2016. 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.
10. **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.

11. **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.
12. **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.
13. **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:

Miami-Dade Parks and Recreation  
Leisure Access Services  
Attention Lucy Binhack  
7300 Crandon Blvd  
Miami, Florida, 33149

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)  
Facsimile: 719/866-4839

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.

14. **Responsibility of the Local Operator.** The parties acknowledge and agree that the USOC shall not incur any financial obligation for or to the PSC, except as specifically provided in this Agreement.
15. **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.
16. **Independent Private Sector Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order 3-20, the Local Operator has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Local Operator deems it appropriate to do so. Upon written notice from the Local Operator of no less than fifteen (15) business days, the USOC shall make available to the IPSIG retained by the Local Operator, all requested records and documentation reasonably related to this Agreement for inspection. The Local Operator shall be responsible for the payment of these IPSIG services, and under no circumstance shall the USOC's prices and any changes thereto approved by the Local Operator, if applicable, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the USOC. Nothing contained in this provision shall impair any independent right of the Local Operator to conduct an audit or investigate the operations, activities and performance of the USOC in connection with this Agreement. The terms of this Article shall not impose any liability on the Local Operator by the USOC or any third party.
17. **Sovereign Rights.** It is expressly understood that notwithstanding any provisions of this Agreement and the Local Operator's status thereunder:

Notwithstanding and prevailing over any contrary provision in this Agreement, any County covenant or obligation that may be contained in this Agreement shall not bind the Board, the County's Planning and Zoning Department, DERM, or any other County, Federal or State Department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the date first above written.

**UNITED STATES OLYMPIC COMMITTEE**

**Miami-Dade County**

By: Joseph F. Walsh  
Name: JOSEPH F. WALSH

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: MANAGING DIRECTOR,  
PARALYMPICS

Title: \_\_\_\_\_

Date: 2/26/10

Date: \_\_\_\_\_

Attest: [Signature]  
Corporate Secretary/Notary Public  
EL PASO COUNTY  
STATE OF COLORADO

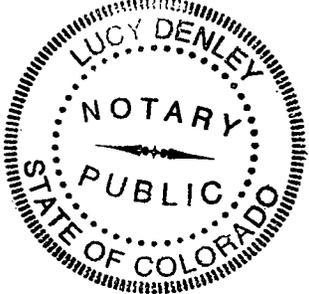
Attest: \_\_\_\_\_

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

10/6/2010

\_\_\_\_\_  
Assistant County Attorney



12

## EXHIBIT A

### Suggested Paralympic Experience Program

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)

- Paralympic Experience 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

Host shall:

- Conduct Paralympic Experience within accordance of this agreement and based upon suggested event schedule (Exhibit A-herein)
- Recruit event participants (athletes, parents, organizational partners, coaches, educators, recreation professionals, therapists and other interested parties)
- Submit roster of all event participants to U.S. Paralympics [including name, address, participant category, date of birth (athletes), disability (if appropriate), phone number, email address] within 2 weeks of event completion
- Require completion of Paralympic Experience Evaluation Form by all event participants and submit a copy of the completed forms to U.S. Paralympics within 2 weeks of event completion

## EXHIBIT B

### Responsibilities of USOC

The USOC will provide the following support to each Host:

- Authorize Host to use the term “Paralympic Experience – City Name” and the Paralympic Experience Logo in association with the promotion of and implementation of this event for the period from the execution of the agreement until termination of the Agreement (with appropriate commercial/3<sup>rd</sup> party restrictions)
- Announce the event on the U.S. Paralympics website and in the U.S. Paralympics electronic newsletter, in conjunction with other Paralympic Experiences
- Make a grant to the Host in the amount of \$250 in support of the Paralympic Experience
- Arrange for the participation of a Paralympic athlete/instructor of U.S. Paralympics’ choosing, in consultation with Host, to appear at and assist with the event (to include travel, lodging and compensation as necessary)
- Provide “Paralympic Experience Tool Kit” to the Host which includes:
  - templates for event press releases, event flyer and print ad
  - 2 copies of U.S. Paralympics 2002, 2004 or 2008 Games highlight DVD’s (4 min.)
  - 1 Amazing Awaits DVD (2 min.)
  - 50 Amazing Awaits posters
  - 25 U.S. Paralympics general information brochures
  - 24 Paralympic Experience t-shirts
  - Paralympic Experience Registration Forms and Liability Releases

## EXHIBIT C

### INSURANCE

The Local Operator shall be responsible for obtaining and maintaining the following coverage (through traditional commercial insurance markets or formal self-insurance providing the same protection as would be provided by a formal commercial insurance policy) during the Term:

1. Commercial General Liability Insurance with limits of not less than \$1 million per occurrence subject to the limitations of Fla. Stat § 768.28 et seq. including:
  - a. Coverage for Bodily Injury, Property Damage, and Personal and Advertising Injury;
  - b. Participant Legal Liability providing coverage for the Local Operator resulting from liability from at least players, coaches, officials, managers, team workers, staff members, cheerleaders, medical personnel, media personnel and any other personnel who may be granted authorization to enter any restricted area(s);
  - c. Non-owned and Hired Auto Liability (unless such coverage is included within a commercial automobile liability policy);
  - d. Employees and volunteers included in the definition of insured parties; and
  - e. USOC designated as an Additional Insured with respect to the acts or omissions of the Local Operator.
  
2. Automobile Liability Insurance for all owned or leased vehicles with limits of not less than \$1 million combined single limits subject to the limitations of Fla. Stat § 768.28 et seq. and including the USOC as an Additional Insured with respect to the acts or omissions of the Local Operator.
  
3. If required by state statute, Worker's Compensation Insurance with statutory limits, and Employers Liability Insurance with limits of not less than \$100,000 Each Accident, Disease and Disease-Each Employee subject to Fla. Stat. et seq 440.
  
4. Accident insurance covering all participants involved in PSC activities with limits of not less than \$25,000 per covered accident, with a deductible not to exceed \$500 per accident. Coverage may be written on a secondary basis to coverage carried by or on behalf of any individual participant.

In lieu of accident insurance, PCS shall state in all of its waivers and informational materials that no accident medical insurance will be provided to any of the participants, volunteers, etc., and all are responsible for obtaining their own medical insurance, as well as assuming responsibility for any medical expenses resulting from their participation in any PCS event.

Each insurance policy, which is required hereunder, shall be written by a company(ies) qualified to conduct business in the State(s) in which the Local Operator is headquartered, and provide 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 or other proof of

EXHIBIT D

PSC Marks

PSC Mark

Below is the Paralympic Sport Club Mark.



A program of Miami-Dade Parks & Recreation Leisure Access Services

PSC Marks Usage Policy

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

APPLICATION STANDARDS FOR USE OF THE PSC EMBLEM:

Your city/county name may be printed above or below the PSC Emblem. You may also indicate that the PSC program is "A program of [Local Operator]." No other third party identification may be included.

The PSC Emblem may be used on letterhead, business cards and signs, with or without identifying the Local Operator, so long as there is no associated advertising or other third party identification. These three items can be purchased from local vendors.

CONTACT INFORMATION

<b>U.S. PARALYMPICS</b>	<b>RESEARCH AND BRAND MANAGEMENT</b>
Sonya Norris Associate Director Community Programs 719.866.2037 phone Sonya.norris@usoc.org	Linda Kilis Associate Director Research and Brand Management 719.866.4247 phone linda.kilis@usoc.org