

# MEMORANDUM

Agenda Item No. 8(H)(9)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

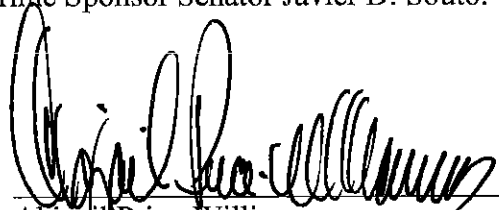
**DATE:** October 3, 2019

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving a Paralympic Sport Club Agreement between Miami-Dade County through the Parks, Recreation And Open Spaces Department, Disability Services Division, and the United States Olympic & Paralympic Committee for the development, implementation, operation and management of all aspects of a Paralympic Sport Club; ratifying prior extensions from September 2016 to December 2018; and further authorizing the County Mayor to execute the agreement and to exercise the renewal and cancellation provisions contained therein

Resolution No. R-1052-19

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.



Abigail Price-Williams  
County Attorney

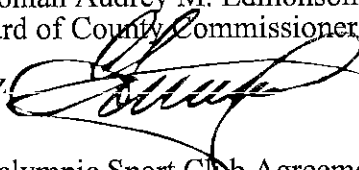
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# Memorandum



**Date:** October 3, 2019

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez,   
Mayor

**Subject:** Approval of a Paralympic Sport Club Agreement with the United States Olympic  
& Paralympic Committee

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## **Recommendation**

It is recommended that the Board adopt the attached resolution approving the Paralympic Sport Club Agreement between Miami-Dade County through its Parks, Recreation and Open Spaces Department (PROS), Disability Services Division (Local Operator), and the United States Olympic & Paralympic Committee (USOPC), for the development, implementation, operation and management of all aspects of a Paralympic Sports Club. It is also recommended that the Board ratify the prior extensions of the Agreement from September 2016 to December 2018.

## **Scope**

The Paralympic Sports Club will involve children and adults with physical 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. With approval and recognition as a Paralympic Sport Club, PROS will have increased opportunities to apply for grants thus expanding the number of individuals with disabilities served in Miami-Dade County.

## **Track Record/Monitor**

The Agreement will be monitored and managed by the PROS Disability Services Division Manager, Mary Palacios.

## **Background**

The U.S. Paralympics is a division of the nonprofit USOPC that provides world-class competition for disabled athletes and is 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 USOPC through the Paralympic Sport Club (PSC) Agreement (Agreement) will assist the Local Operator in developing, implementing, managing and overseeing the PSC. The term of the Agreement will expire on December 31, 2019. 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 USOPC. Additionally, the Agreement provides that the USOPC will allow the Local Operator a non-exclusive right and license to use the PSC emblem depicted in Exhibit A of the attached Agreement (Attachment A) 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).


PROS Disability 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, Westwind Lakes Park, Gwen Cherry Y.E.T. Center, Tamiami Park, Goulds Park, and Ojus Park,) and other locations throughout the County. A PSC designation will enhance PROS disability services program by providing name recognition and marketing associated with the U.S. Olympics.

PROS 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 PROS brought wheelchair athletes from throughout the Southeast. Between 1995 and 2005, PROS Disability Services Division developed relationships with other organizations in the County that shared an interest in disability sports. Nine community organizations currently partner with PROS to increase the quality and quantity of recreational and competitive sports opportunities for persons with disabilities. These organizations include: Miami-Dade County Public Schools, Jackson Memorial Hospital Rehabilitation Center, Special Olympics, Shake-A-Leg, Team Paradise, Center for Independent Living, City of Miami - Lighthouse for the Blind, Leisure Access Foundation, and the Paralyzed Veterans Association.

In 2007, PROS became a designated BlazeSports club. This designation formalized PROS 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 disabilities 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 furthers PROS goal to provide the best resources for local athletes who have a physical impairment to realize their dream of becoming an Olympic athlete on a Paralympic Team. The United States Olympic Committee's board of directors unanimously changed its name to the United States Olympic & Paralympic Committee at its June 20, 2019 quarterly meeting. The term of this PSC Agreement ends December 31, 2019, and no PSC has an agreement beyond the December 31, 2019 date at this time. PROS will submit its application when the USOPC renewal process is available. Although PROS does not have a current agreement with the USOPC and the term of this agreement ends on December 31, 2019, having an agreement in place enhances PROS' ability to potentially receive grant funding from organizations such as the United States Department of Veterans Affairs 2019 National Veterans Sports Programs for Project VICTOR (Veterans Integrated Into The Community Through Outdoor Recreation) Adaptive Sports Program. The Board retroactively approved the submittal of a grant application for Project VICTOR at its July 23, 2019 meeting under Resolution No. R-797-19. It is recommended that the Board approve this agreement to continue the quality service the PROS, Disability Services Division provides to the public.

Attachment

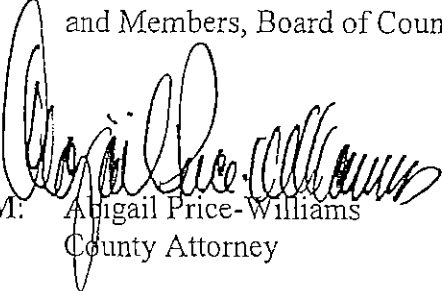
  
Michael Spring  
Senior Advisor



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** October 3, 2019

**FROM:**   
Arigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(H)(9)

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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) 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(H)(9)  
10-3-19

RESOLUTION NO. R-1052-19

RESOLUTION APPROVING A PARALYMPIC SPORT CLUB AGREEMENT BETWEEN MIAMI-DADE COUNTY THROUGH THE PARKS, RECREATION AND OPEN SPACES DEPARTMENT, DISABILITY SERVICES DIVISION, AND THE UNITED STATES OLYMPIC & PARALYMPIC COMMITTEE FOR THE DEVELOPMENT, IMPLEMENTATION, OPERATION AND MANAGEMENT OF ALL ASPECTS OF A PARALYMPIC SPORT CLUB; RATIFYING PRIOR EXTENSIONS FROM SEPTEMBER 2016 TO DECEMBER 2018; 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

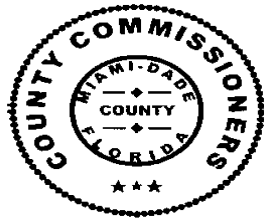
**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the Paralympic Sports Club Agreement between Miami-Dade County through its Parks, Recreation and Open Spaces Department, Disability Services Division, (the "Local Operator") and the United States Olympic & Paralympic Committee for the development, implementation, operation and management of all aspects of a Paralympic Sports Club (PSC), in substantially the form attached hereto as Attachment A and made a part hereof; ratifies the prior agreement extensions from September 2016 through December 2018; 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.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 3<sup>rd</sup> day of October, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

**Linda L. Cave**  
By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency. *MWP*

Monica Rizo Perez

# ATTACHMENT A

## PARALYMPIC SPORT CLUB AGREEMENT

This PARALYMPIC SPORT CLUB AGREEMENT (this “Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, is by and between the United States Olympic & Paralympic Committee (the “USOPC”), and Miami-Dade County, through its Parks, Recreation and Open Spaces Department (the “Local Operator”).

### BACKGROUND

The USOPC 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 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 USOPC.
2. USOPC Performance. During the Term (defined below), the USOPC 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 Paralympic sport in the Local Operator’s State or region. Locally run events may take place across the country to introduce and educate athletes, coaches and others about a variety of Paralympic sports, while generating awareness regarding the local program. These sport development and performance events are primarily focused on a single Paralympic 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](http://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 USOPC;
  - f. Access to the Paralympic Sport Club Resource Portal, which contains an operations handbook, PSC Excellence Program materials, Paralympic sport event hosting materials, USOPC sponsor resources, a PSC toolkit containing emblems and graphic templates, and more;

- g. 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;
- h. 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 USOPC;
- i. Ability to post PSC job openings on the Team USA website;
- j. Access to the Team USA Mobile Coach App for a preferred fee associated with its use in selected sports;
- k. 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
- l. Access to a network of NGBs/HPMOs for collaboration opportunities and sport development resources.

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. 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 or representation of PSC activity within an existing steering/advisory committee or board of directors;
- b. Use of "Paralympic Sport Miami" as the identity for the PSC, pursuant to this Agreement and such guidelines as are established by the USOPC;
- 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 local Paralympic sport 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 USOPC 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 USOPC 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, Local Operator is self-insured with respect to claims for which it bears responsibility pursuant to this Agreement. Local Operator appropriates funds for such self-insurance on an annual basis.
  - 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 USOPC may update such Exhibit from time to time with prior written notice to the Local Operator.
5. Indemnification. To the extent and within the limitations of Section 768.28 Florida Statutes, the Local Operator does hereby agree to indemnify, defend and hold harmless the USOPC. However, nothing herein shall be deemed to indemnify the USOPC from any liability or claim arising out of the negligent performance or failure of performance of the USOPC or any unrelated third party.
6. Use of PSC Marks.
- a. The USOPC 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 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 USOPC. All proposed uses of the PSC Marks must be in accordance with Exhibit A hereto, and shall be submitted for USOPC approval via the USOPC'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 USOPC from time to time (e.g., U.S. Paralympics brochures, DVDs, PSAs, collateral materials, etc.) to promote the PSC, locally organized Paralympic sport events, and U.S. Paralympics in accordance with any guidelines promulgated by the USOPC.
  - 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 USOPC.

7. PSC Sponsorship/Fundraising Initiatives. PSC sponsorships shall be limited to USOPC sponsors and/or local/regional affiliates of USOPC sponsors. For clarification, the Local Operator shall obtain guidance from USOPC 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 USOPC, U.S. Paralympics, the U.S. Olympic Team or the U.S. Paralympic Team unless the third party is a USOPC sponsor.
8. No Exclusivity. The Local Operator acknowledges that its rights hereunder are non-exclusive, such that the USOPC 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 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.
10. Books and Records. The USOPC 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 USOPC any PSC financial records, the Local Operator shall promptly provide the USOPC 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.
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, Recreation and Open Spaces Department  
275 NW 2<sup>nd</sup> Street, 5<sup>th</sup> Floor, Ste. 516  
Miami, FL 33128

If to the USOPC:

United States Olympic & Paralympic 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. Financial Responsibility of the Local Operator. The parties acknowledge and agree that the Local Operator is financially responsible for the PSC and that the USOPC 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 USOPC 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 USOPC'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 USOPC. 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 USOPC in connection with this Agreement. The terms of this Article shall not impose any liability on the Local Operator by the USOPC 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, The County's Regulatory and Economic Resources Department (RER-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.

[Signature Page Follows]

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

Miami-Dade County

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

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

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

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

UNITED STATES OLYMPIC & PARALYMPIC COMMITTEE

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

Name: Julie Dusliere

Title: Chief of Paralympic Sport

Date: 23 July 2019 \_\_\_\_\_

EXHIBIT A

PSC Marks

PSC Emblem

Below is the official PSC Emblem. The Local Operator acknowledges and agrees that the USOPC 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 USOPC. Up to 15 business days from the time that the USOPC 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 USOPC's official premium fulfillment licensees, currently Staples and BDA.

BDA  
Wendy Knapp  
5525 Redmond Road NE Woodinville, WA 98072  
[wendyk@bdainc.com](mailto:wendyk@bdainc.com)

Staples  
Karen Varner  
420 N. University Dr.  
Waukesha, WI 53188  
[karen.varner@staples.com](mailto:karen.varner@staples.com)

In terms of the approval process, submissions will be made through Olymarcs, the USOPC online marks approval system. Each PSC will be given one log-in account for submission of artwork using the PSC Marks. Additionally, USOPC premium fulfillment licensees may also submit artwork on your behalf for USOPC 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 USOPC 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 <a href="mailto:Calli.doggett@usoc.org">Calli.doggett@usoc.org</a>

## EXHIBIT B

### Insurance

The Local Operator is self-insured with respect to claims for which it bears responsibility pursuant to this Agreement. Grantee appropriates funds for such self-insurance on an annual basis.

## 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 USOPC'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 USOPC.
- 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 USOPC 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 USOPC on a case-by-case basis where appropriate, provided that such exceptions do not materially endanger athletes.