

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 15, 2013

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: Second Amendment to Contract, R2010-2016, with Gordon Andrews for the period February 1, 2013, through January 31, 2014, in an amount not-to-exceed \$106,500 per year for USA Swimming and US Masters Swimming coaching services at the Lake Lytal Family Aquatic Center.

**Summary:** For the past sixteen years, Gordon Andrews has been the USA Swimming coach at Lake Lytal Family Aquatic Center. He has been the US Masters Swimming coach for the past two years. The current Professional Services Contract will expire on January 31, 2013, with one remaining renewal option available under this contract. This amendment exercises the final renewal option with Gordon Andrews through January 31, 2014, in an amount not-to-exceed \$106,500. This contractor utilizes six additional coaches in providing this service. District 2 (AH)

**Background and Justification:** On December 7, 2010, the Board of County Commissioners (BCC) approved a professional services contract with Gordon Andrews to provide USA Swimming and US Masters Swimming coaching services at the Lake Lytal Family Aquatic Center in an amount not-to-exceed \$106,500 per year with two one-year renewal options. After reviewing Gordon Andrews' sixteen years of operations and coaching experience, and receiving substantial input from the swimmers and their parents, staff has determined that renewing this contract is in the best interest of the County, the swim team participants, and the program's consistency. This is a self sustaining program in which revenues exceed expenditures, with the County retaining 20% and the contractor receiving 80% of the fees collected. This amendment consists of \$106,500 for the period February 1, 2011, through January 31, 2012; \$106,500 for the period February 1, 2012 through January 31, 2013; and \$106,500 for the period February 1, 2013, through January 31, 2014, subject to the appropriation of funds by the Board, for a total contract amount of \$319,500.

**Attachment:** Second Amendment to Contract

Recommended by:   
Department Director

12/20/12  
Date

Approved by:   
Assistant County Administrator

1/9/13  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>71,000</u>	<u>35,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(88,750)</u>	<u>(44,375)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<b>*<u>(17,750)</u></b>	<b>*<u>(8,875)</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>			

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 0001 Department 580 Unit 5302  
 Revenue 4724/Object 3422 Program \_\_\_\_\_

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

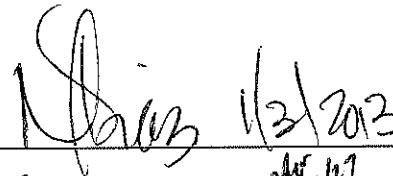
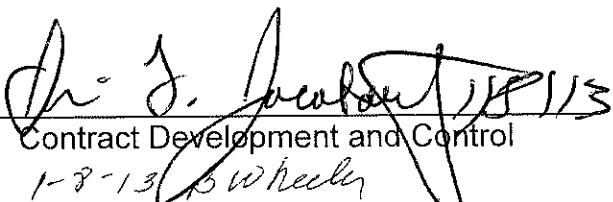
Contractor	FY2013		FY2014	
	Revenue	Expense	Revenue	Expense
Gordon Andrews	\$88,750	\$71,000	\$44,375	\$35,500
<b>Totals</b>	<b>\$88,750</b>	<b>\$71,000</b>	<b>\$44,375</b>	<b>\$35,500</b>

\* Estimated net revenue for this amendment is \$26,625. Actual revenue and operating costs will be determined at the termination of this amendment.

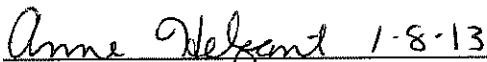
C. Departmental Fiscal Review: \_\_\_\_\_ 

**III. REVIEW COMMENTS**

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

OFMB  1/2/2013  
 ok 1/2/13  
 1-8-13  
 Contract Development and Control  
 B Wheeler

**B. Legal Sufficiency:**

 1-8-13  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

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

**SECOND AMENDMENT TO CONTRACT  
FOR USA SWIMMING and US MASTERS SWIMMING COACHING SERVICES**

**THIS SECOND AMENDMENT**, dated \_\_\_\_\_, to Contract dated December 7, 2010 (R2010-2016), by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and Gordon Andrews, an individual authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the parties have entered into that certain Contract dated December 7, 2010 (R2010-2016), hereinafter referred to as the "Contract", whereby the CONTRACTOR has agreed to provide USA Swimming and US Masters Swimming coaching services; and

**WHEREAS**, the parties amended the Contract on January 24, 2012 (R2012-0167) by renewing the Contract for the period February 1, 2012 through January 31, 2013; and

**WHEREAS**, the parties desire to renew the Contract for the period February 1, 2013 through January 31, 2014 with no additional renewal options; and

**WHEREAS**, the parties desire to increase the authorized not-to-exceed contract amount to \$319,500.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. ARTICLE 2 – SCHEDULE is hereby amended to read as follows:

"The CONTRACTOR shall commence services on February 1, 2011, and complete all services by January 31, 2014, with no additional renewal options. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A"."

2. ARTICLE 3- PAYMENTS TO CONTRACTOR, paragraph A, is hereby amended to read as follows:

"A. The total amount to be paid by the COUNTY under this Contract for all services shall not exceed a total contract amount of Three Hundred Nineteen Thousand Five Hundred Dollars (\$319,500) as follows: an amount not-to-exceed One Hundred Six Thousand Five Hundred Dollars (\$106,500) for the period February 1, 2011 through January 31, 2012; an amount not-to-exceed One Hundred Six Thousand Five Hundred Dollars (\$106,500) for the period February 1, 2012 through January 31, 2013; and a final not-to-exceed amount of One Hundred Six Thousand Five Hundred Dollars (\$106,500) for the period February 1, 2013 through January 31, 2014.

The CONTRACTOR shall notify the COUNTY'S representative in writing when 90% of the not-to-exceed amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date."

3. All other provisions of said CONTRACT are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
4. This SECOND AMENDMENT shall not take effect until executed by the parties hereto.

**THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Second Amendment on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK,  
Clerk & Comptroller

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS:

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

By: \_\_\_\_\_  
Steven L. Abrams, Chairman

WITNESS:

CONTRACTOR:  
Gordon Andrews

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Jennifer Anglin  
\_\_\_\_\_  
Print Name

GORDON ANDREWS  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

HEAD SWIM BOARD  
\_\_\_\_\_  
Title

Laurie C. Schobelach  
\_\_\_\_\_  
Print Name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By:   
\_\_\_\_\_  
Department Director



## Endorsement No. 2

This endorsement, effective January 1, 2012, forms a part of Policy No. 839-6547 issued to United States Swimming, Inc. by Lexington Insurance Company.

### OTHER INSUREDS – CLUBS OR GROUP MEMBERS

**Section II – Who is An Insured** is amended to include United States Swimming, Inc. member clubs, in which all athletes or participants and coaches are members of United States Swimming, Inc., and group members as insured's solely as respects to "bodily injury" and "property damage" arising from "insured activities".

"Insured activities" are defined as:

- a. Swimming meets that have been issued a written "sanction" or "approval";
- b. Swimming practices, "dry land training activities" and learn to swim programs, where all swimmers or participants are members of United States Swimming, Inc., and are conducted under the direct and active supervision of a "member coach";
- c. United States Swimming, Inc. Swim-A-Thons ®;
- d. "Approved social events" and "approved fund raising activities";
- e. "Swimming Tryouts";

"Sanction" is defined as a permit that has been issued by one of the "United States Swimming, Inc. Local Swimming Committees" to a US Swimming, Inc. club to conduct a meet in conformance with all United States Swimming, Inc. rules.

"Approval" is defined as a permit issued by one of the "United States Swimming, Inc. Local Swimming Committees" for meets conducted in conformance with United States Swimming, Inc. technical rules in which both members and non members may compete. United States Swimming, Inc. member clubs that either host or participate in a meet that has been issued an "approval" will be consider an insured provided that all of its athletes or participants and coaches are members of United States Swimming, Inc.

"Member coach" is defined as a coach member of United States Swimming, Inc. who has complied with safety training required by United States Swimming, Inc.

"Approved social events" and "approved fund raising activities" are events and activities for which an insured has received approval from Risk Management Services, Inc.

"Swimming Tryouts" are defined as swimming practices where a swimmer(s) who is not and who has never been a member of United States Swimming, Inc. participates with a

United States Swimming, Inc. club, for a period not to exceed thirty consecutive days in a twelve month period, to determine the swimmer's interest in becoming a member of United States Swimming, Inc.

"Dry land training activities" are defined as weight training, running, calisthenics, exercise machine training and any other activity for which an insured has received approval from Risk Management Services, Inc.



## ENDORSEMENT No. 4

This endorsement shall be effective the issue date of the Certificate of Insurance to which it is attached and forms a part of Policy No. 839-6547 Issued to United States Swimming, Inc. by Lexington Insurance Company.

### ADDITIONAL INSURED – OWNERS AND/OR LESSORS OF PREMISES

Section II – Who is An Insured is amended to include as an “Additional Insured” any person or organization of the type designated below, and as evidenced by a certificate of insurance issued to the “Additional Insured” by us or on our behalf, but only with respect to liability arising out of “insured activities” by a United States Swimming, Inc. club or group member.

“Additional Insured” for the purpose of this endorsement is defined as an owner and/or lessor of a premise(s) that is leased, rented or loaned to a Named Insured or a United States Swimming, Inc. club or group member.

The insurance afforded with respect to an “Additional Insured” by this endorsement is subject to the following additional exclusions:

- a. This insurance applies only to an “occurrence” which takes place while the Named Insured or a United States Swimming, Inc. club or group member is utilizing the premises;
- b. This insurance does not apply to an “occurrence” arising out of or related to structural alterations, new construction or demolition operations performed by or on behalf of an “Additional Insured”;
- c. This insurance does not apply to an “occurrence” arising out of or related to any design defect or maintenance of the premises by or on behalf of an “Additional Insured”;
- d. This insurance shall be considered primary and non contributory if required by a written agreement with any insurance that the “Additional Insured” maintains except when caused by the Additional Insured’s “sole” negligence.



**ATTACHMENT TO U.S. MASTERS SWIMMING, INC. CERTIFICATE**

**COVERAGE HIGHLIGHTS**

**ADDITIONAL NAMED INSUREDS:**

1. United States Masters Swimming, Inc. Member Clubs for Insured Activities.
2. Any Member of United States Masters Swimming, Inc., or volunteer, while acting on behalf of and with the approval of the Board of Directors of United States Masters Swimming, Inc.

**DEFINITIONS:**

1. United States Masters Swimming, Inc. Member Clubs are clubs that are members in good standing with United States Masters Swimming, Inc. and whose athletes and coaches are members of United States Masters Swimming, Inc.
2. Sanction as defined by United States Masters Swimming, Inc. Rules and Regulations.
3. Recognized Events as defined by United States Masters Swimming, Inc. Rules and Regulations.

**INSURED ACTIVITIES:**

- A. Swimming events where a United States Masters Swimming, Inc. Sanction has been issued.
- B. United States Masters Swimming, Inc. "Recognized Events" as defined in USMS Rules & Regulations
- C. Swimming practices under direct supervision of a United States Masters Swimming, Inc. Member or a United States Swimming, Inc. Member Coach.

	<b>USMS Member Coach</b>	<b>USA Swimming Coach</b>	<b>No Coach or Non-USMS Member coach</b>
USMS Members workout	<ul style="list-style-type: none"> <li>• USMS Swimmer Covered</li> <li>• USMS Coach Covered</li> </ul>	<ul style="list-style-type: none"> <li>• USMS Swimmer Covered</li> <li>• USA Coach Covered</li> </ul>	No Coverage
USA Swimming Member in USMS workout	<ul style="list-style-type: none"> <li>• USA Swimmer NOT Covered</li> <li>• No protection for USMS Coach if USA Swimmer is injured</li> <li>• USMS Swimmers Covered</li> </ul>	<ul style="list-style-type: none"> <li>• USA Swimmer Covered</li> <li>• USA Coach Covered</li> <li>• USMS Swimmers Covered</li> </ul>	No Coverage
USMS Member in USA Swimming workout	Not applicable, USMS Coach can't preside over USA Swimming workout.	<ul style="list-style-type: none"> <li>• USMS Swimmer Covered</li> <li>• USA Coach Covered</li> </ul>	Can't exist -- by definition of USA workout.
USMS Members and Non-USMS Members workout (i.e. un-registered swimmers and/or swimmers not in 30-day trial period)	No Coverage	No Coverage	No Coverage

- D. Swimming tryouts under active supervision of a United States Master Swimming, Inc. Member or United States Swimming, Inc. Member Coach for a period of no more than thirty (30) consecutive calendar days in a 12-month period, for any individual.
- E. Learn to swim program where all athletes are members of United States Masters Swimming, Inc. and supervised by a United States Masters Swimming, Inc. Member or United States Swimming, Inc. Member Coach.
- F. United States Masters Swimming, Inc. contracted Swim-A-Thons.
- G. United States Masters Swimming, Inc. pre-approved social events.
- H. United States Masters Swimming, Inc. pre-approved fund raising activities.

**ATTACHMENT TO U.S. MASTERS SWIMMING, INC. CERTIFICATE**

**POLICY NUMBER: KKO0000002280800 COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSUREDS - BLANKET MANAGERS OR LESSORS OF PREMISES POLICY AMENDMENT - COMMERCIAL GENERAL LIABILITY**

**Name of Person or Organization (Additional Insured):**

**Any person or organization leasing premises to you and declared as an Additional Insured - Managers or Lessor of Premises as evidenced by a certificate of insurance issued for you by us or on our behalf.**

**Who is an Additional Insured?** (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any **occurrence** which takes place after you cease to be a tenant in that premises;
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown on the certificate.

**Effective Date:** The effective date of this endorsement shall be the issue date of the certificate to which it is attached.