

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 13, 2022

Consent Regular
 Ordinance 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 receive and file: the following two (2) executed First Amendments to Independent Contractor Agreements:

- A) First Amendment to the Independent Contractor Agreement with Stephen VanCoppennolle, Adult Water Aerobics Program, at the North County Aquatic Complex, to increase the amount of the agreement (R2021-1835) by \$1,000 for a total amount not to exceed \$5,250 for the period October 1, 2021 through September 30, 2022.
- B) First Amendment to the Independent Contractor Agreement with LB2 Enterprises Inc., US Masters Swimming Program at North County Aquatic Complex, to increase the amount of the agreement (R2021-1833) by \$15,000 for a total amount not to exceed \$116,000 for the period October 1, 2021 through September 30, 2022.

Summary: These First Amendments to the Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (BCC) by the County Administrator and the Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 2002-2103, 2007-0409, 2012-0168 and 2017-0822. The Department is now submitting these Amendments in accordance with County PPM CW-O-051, which requires all delegated agreements to be submitted by the initiating Department to the BCC as a Receive and File agenda item. District 1 (AH)

Background and Justification: A resolution providing authority to execute Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 2002-2103, 2007-0409, 2012-0168 and 2017-0822) was adopted by the BCC to streamline the hiring process. The BCC granted the Director of Parks and Recreation authority to execute Independent Contractor Agreements and Amendments with recreation instructors and sports officials up to \$10,000, with contracts of \$10,000 or more requiring the County Administrator’s approval.

The Amendments attached have been executed on behalf of the BCC by the County Administrator and the Director of the Parks and Recreation Department in accordance with the authority delegated by the BCC, and are now being submitted to the BCC to receive and file.

Attachments: First Amendment to the Independent Contractor Agreements (2)

Recommended by: 
Department Director

8-26-22
Date

Approved by: 
Assistant County Administrator

9/5/2022
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>121,250</u>	_____	_____	_____	_____
External Revenues	<u>(152,500)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>*(31,250)</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 0001 Department 580 Unit 5305
 Object 3422 Revenue Source 4724 Program _____

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




Item	Contractor	Revenue	Expense	% Split
A	Stephen VanCoppennolle	7,500	5,250	70/30
B	LB2 Enterprises, Inc.	145,000	116,000	80/20
	Totals	\$152,500	\$121,250	

*Estimated net revenue for these agreements is \$31,250. Actual revenue and operating costs will be determined at the termination of these agreements.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

<p><u></u> 8/30/22 OFMB <u>414 8/24</u> <u></u> 8-29-22</p>	<p><u></u> 9/2/22 Contract Development & Control</p>
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B. Legal Sufficiency:

 9/6/22
 Assistant County Attorney

C. Other Departmental Review:

 Department Director

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

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN PALM BEACH COUNTY AND STEPHEN VANCOPPENOLLE.

THIS FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT, is made and entered into on July 17, 2022, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Stephen VanCoppennolle, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, on September 13, 2021, COUNTY and CONTRACTOR entered into an Agreement (R2021-1835) for the provision of providing a Water Aerobics Program for Adults at North County Aquatics Complex; hereinafter referred to as the "Agreement"; and

WHEREAS, under the Agreement the COUNTY is to provide funding in an amount not to exceed Four Thousand Two Hundred Fifty Dollars (\$4,250) for the Water Aerobics program instructor services; and

WHEREAS, CONTRACTOR's fee is the sum of 70% of the paid enrollment fees for the Program; and

WHEREAS, the program has exceeded revenue projections of Six Thousand Seventy One Dollars (\$6,071.00); and

WHEREAS, the total not to exceed amount required to be paid to CONTRACTOR needs to be increased by One Thousand Dollars (\$1,000.00); and

WHEREAS, COUNTY and CONTRACTOR desire to amend this Agreement.

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

1. Section 3 sentence 1 of the Agreement is hereby deleted in its entirety and replaced with the following: "The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed five thousand two hundred fifty dollars (\$5,250).
2. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: Jennifer E. Ciullo 7/14/2022
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

County Administrator

Signature Date

WITNESS

Craig Perry 6-28-2022
Signature Date
Craig Perry
Print

CONTRACTOR - Stephen VanCoppennolle

By: Stephen VanCoppennolle
Signature Date
Stephen VanCoppennolle
Print
WATER Aerobics instructor
Title

**APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

County Attorney

Anne Helgert 7/13/22
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

James Davis 7-14-22
Signature Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2021


PRODUCER Sports & Fitness Insurance 212 Key Drive Madison, MS 39110	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Stephen VanCoppennolle, 1230 12th Court Jupiter, FL 33477	INSURER A: General Insurance Company of America	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LPF-9621040L	9/1/2021	9/1/2022	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 MED EXP (Any one person) 10,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COME/OP AGG 2,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU- TORY LIMITS</td> <td>OTH- ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> </tr> </table>	WC STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT		E.L. DISEASE - EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT	
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E.L. DISEASE - EA EMPLOYEE														
E.L. DISEASE - POLICY LIMIT														
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is additional insured.

CERTIFICATE HOLDER Board of County Commissioners Palm Beach County P.O. Box 4036 West Palm Beach, FL 33402 ..	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN PALM BEACH COUNTY AND LB2 ENTERPRISES INC .

THIS FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT, is made and entered into on July 19, 2022, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and LB2 Enterprises Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, on October 4, 2021, COUNTY and CONTRACTOR entered into an Agreement (R2021-1833) for the provision of providing a US Masters Swimming Program at North County Aquatic Complex; hereinafter referred to as the "Agreement"; and

WHEREAS, under the Agreement the COUNTY is to provide funding in an amount not to exceed One Hundred and One Thousand Dollars (\$101,000) for the US Masters Program instructor services; and

WHEREAS, CONTRACTOR's fee is the sum of 80% of the paid enrollment fees for the Program; and

WHEREAS, the program has exceeded revenue projections of One Hundred Twenty Six Thousand Two Hundred Fifty Dollars (\$126,250); and

WHEREAS, the total Agreement not to exceed amount required to be paid to CONTRACTOR needs to be increased by Fifteen Thousand Dollars (\$15,000); and

WHEREAS, COUNTY and CONTRACTOR desire to amend this Agreement.

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

1. Section 3 Sentence 1 of the Agreement is hereby deleted in its entirety and replaced with the following: "The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed One Hundred Sixteen Thousand Dollars (\$116,000).
2. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: *Janet E. Culler* 7/14/2022
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

County Administrator

W. Baker 7-19-22
Signature Date

WITNESS

Craig Perry 6-28-2022
Signature Date
Craig Perry
Print

CONTRACTOR - LB2 Enterprises Inc.

By: *L. Bastic* 6/29/22
Signature Date
Linda Bastic
Print
President / Head Coach
Title

**APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

County Attorney

Anne Helgert 7/13/22
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

James Das 7-14-22
Signature Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2021

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 Insurance Office of America, Inc. 1855 West State Road 434 Longwood FL 32750	CONTACT NAME: Melinda Romero PHONE (A/C, No, Ext): 720-524-4700 FAX (A/C, No): E-MAIL ADDRESS: melinda.romero@ioausa.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B : United States Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Company	10120	INSURER B : United States Fire Insurance Company	21113	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED U.S. Masters Swimming, Inc. 1751 Mound Street, Suite 204 Sarasota FL 34236	USMASTE-01													

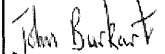
COVERAGES **CERTIFICATE NUMBER:** 851933545 **REVISION NUMBER:**

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: Sanctioned Event	Y		S18ML00043-211	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		S18EX00028-211	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000 \$
	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 \$
B	Participant Accident			US1557641	10/1/2021	10/1/2022	Each Injury 25,000 Accidental Death 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage applies only to the United States Masters Swimming (USMS) sanctioned events specified on this certificate, and only if the club or workout group shown on this certificate is a member in good standing with USMS at the time of the event.
The General Liability policy includes \$1,000,000 Each Occurrence/\$5,000,000 Abuse & Molestation Coverage. Participant Legal Liability is included within the limits on the General Liability Policy. Certificate holder is listed as an additional insured per Form ECG 20 600 0509. Deductible on Participant Accident is "0"

Palm Beach Masters (PBM), USMS Registered Club Workouts

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Parks and Recreation Department 2700 Sixth Avenue South Lake Worth FL 33461 United States	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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THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.