

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 20, 2026

☒ 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 three (3) executed First Amendments (Amendments) to Independent Contractor Agreements (Agreements).

- A) Amendment to Agreement with Let Clutter Go Again LLC, water aerobics instructor at North County Aquatic Complex, to increase the amount of the Agreement (R2025-1770) by \$3,000 for a total amount not to exceed \$13,000 for the period October 1, 2025 through September 30, 2026;
- B) Amendment to Agreement with LLL Swimming LLC, USA swimming coach at Lake Lytal Aquatic Center, to increase the amount of the Agreement (R2025-1762) by \$33,000 for a total amount not to exceed \$124,100 for the period October 1, 2025 through September 30, 2026; and
- C) Amendment to Agreement with Jupiter Dragons Swim Team LLC, USA swimming coach at North County Aquatic Complex, to increase the amount of the Agreement (R2025-1765) by \$36,000 for a total amount not to exceed \$207,328 for the period October 1, 2025 through September 30, 2026.

Summary: These Amendments 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 (Parks) in accordance with Resolution 2025-1773. Parks is now submitting these Amendments in accordance with 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. Districts 1 and 3 (JW)

Background and Justification: The standard Independent Contractor Agreement was adopted by the BCC to streamline the hiring process of recreation instructors. The BCC granted the Director of Parks authority to execute Independent Contractor Agreements and amendments with recreation instructors in amounts up to \$99,999. Agreements of \$100,000 or greater require approval and execution of the County Administrator.

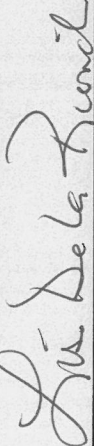
Attachments:

1. First Amendments to the Independent Contractor Agreements (3)

Recommended by:  Jennifer Cirillo

Department Director

Date



Approved by: _____
Deputy County Administrator

Date

9/30/26

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					

NET FISCAL IMPACT

ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget:	Yes	No	X
Does this item include use of Federal Funds?	Yes	No	X
Does this item include use of State Funds?	Yes	No	X

Budget Account No.:	Fund 0001	Department 580	Unit 5302/5305
	Object 3422	Revenue Source 4724	Program

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

		FY 2026		
Item	Contractor	Revenue	Expense	% Split
A	Let Clutter Go LLC	18,568	13,000	70/30
B	LLL Swimming LLC	177,275	124,100	70/30
C	Jupiter Dragons Swim	296,185	207,328	70/30
Totals		\$492,028	\$344,428	

*The revenue and expenses were recorded in FY 2026.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

OFMB 159128

Handy pack 9/29/26 2679.29.26

B. Legal Sufficiency:

Sean-Adel Williams
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 LET CLUTTER GO AGAIN LLC**

THIS FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT, is made and entered into on August 4th 2026, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Let Clutter Go Again LLC, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, on October 14, 2025, COUNTY and CONTRACTOR entered into an Agreement (R2025-1770) for the provision of providing public water aerobics classes ; hereinafter referred to as the "Agreement"; and

WHEREAS, under the Agreement the COUNTY is to provide funding in an amount not to exceed Ten Thousand Dollars (\$10,000.00); and

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

WHEREAS, the program will exceed revenue projections of Fourteen Thousand Two Hundred Eighty Six Dollars (\$14,286.00); and

WHEREAS, the total Agreement not to exceed amount required to be paid to CONTRACTOR needs to be increased by Three Thousand (\$3,000.00); 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 Thirteen Thousand Dollars (\$13,000.00).
2. Exhibit A is hereby amended by replacing it with Exhibit A-1, attached hereto and incorporated herein by reference.
3. 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:  Date 8-4-26
Signature
Director / Deputy Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$100,000.00:

County Administrator

Signature Date

CONTRACTOR - Let Clutter Go Again LLC

WITNESS

 Date 7-23-26
Signature

Craig Perry
Print

By:  Date 7-23-26
Signature

Kathleen Andio
Print

Water Aerobics Instructor
Title

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

County Attorney

 Date 7/31/26
Signature

APPROVED AS TO
TERMS & CONDITIONS:

Division Director

 Date 8-4-26
Signature

EXHIBIT "A-1"
(1 of 2)

CONTRACTOR'S Name: Let Clutter Go Again, LLC / Kathy Andlo

CONTRACTOR'S Address for Notices: 3210 Meridian Way South Apt 15
Palm Beach Gardens, FL 33410

Description of Services: Provide water aerobics/ exercise program

Location/Facility: North County Aquatic Complex
861 Toney Penna Drive
Jupiter, FL 33458

Term (start/end dates): October 1, 2025/ September 30, 2026

Days of the Week/Time of Activity/Class: Thursday: 10:00a -11:00am
Variations may be made based on season and weather.
Requires Facility Manager approval

*Palm Beach County reserves the right to request schedule changes to the above for seasonal programs, team trainings, or facility operations/events, by providing Contractor advanced notice at least 24 hours prior to scheduled practice/event start time. Reasonable efforts will be made to reschedule cancelled practice(s) with minimal disruptions to the operations of the Parties.

Compensation:

Water Aerobics Fees/ NCAC	Daily Fees	Estimated Participants	Estimated Revenue
Daily Water Exercise Admission	\$6.00	1499	\$8,994.00
Water Exercise Discount Pass (10 visits= \$54.00)	\$5.40	1773	\$9,574.20
TOTAL		3272	\$18,568.20

*Number of participants varies each day. Minimum and maximum number of participants is determined by COUNTY.

The estimated revenue total earned for this program is \$18,568.20, with 70% of revenues rounded to \$13,000.00.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

Materials, Tools and Equipment:

Supplied by County/ Facility: The facility will purchase any water aerobic related equipment such as Floating Noodles and Dumbbells, as long as there is money budgeted to make the purchase.

*Any additional items required for the course may need to be purchased by the Contractor if the County cannot supply it.

Are participants being transported as part of the Scope of Service? ☐Yes ☒No

According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage? ☐Yes ☒No

EXHIBIT “A-1”

(2 of 2)

Scope of Work:

CONTRACTOR will supervise all activities in regards to their program and its facilitation.

CONTRACTOR will follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized.

CONTRACTOR will provide the facility manager with a list of any additional registered water aerobics instructors as needed.

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, CONTRACTOR will submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR will ensure proper use and care of all County equipment used by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean. It is the CONTRACTOR'S will maintain clean and orderly office and storage areas that have been allocated for the water aerobics program.

(Remainder of This Page Intentionally Left Blank)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2025

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	CONTACT NAME: Alternative Balance LLC	
NEXO Insurance	PHONE (A/C, No, Ext): 1-800-871-3848	FAX (A/C, No):
111 N. Sepulveda Blvd., Suite 325	E-MAIL ADDRESS: contact@alternativebalance.com	
Manhattan Beach, CA 90266	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lio Specialty Insurance Company	17346
INSURED Kathy Andio	INSURER B:	
Palm Beach Forest Bathing	INSURER C:	
Let Clutter Go Again, LLC	INSURER D:	
3210 Meridian Way South Apt 15	INSURER E:	
Palm Beach Gardens, FL 00000	INSURER F:	

COVERAGES				CERTIFICATE NUMBER: WIN 3000000001-02-AL212615	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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	☒	WIN 3000000001-02-AL212615	10/10/20-25	10/10/20-26	EACH OCCURRENCE \$ 2,000,000
A	☒ PROFESSIONAL LIABILITY (Claims Made)					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRER AUTOS					PERSONAL & ADV INJURY \$ Included
	☐ SCHEDULED AUTOS ☐ ALL OWNED AUTOS					GENERAL AGGREGATE \$ 4,000,000
	UMBRELLA LIAB					PRODUCTS - COMP/OP AGG \$ 2,000,000
	EXCESS LIAB					COMBINED SINGLE LIMIT \$
	DED RETENTION \$					(Ea-accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					BODILY INJURY (Per person) \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						EACH OCCURRENCE \$
						AGGREGATE \$
						WC STATUS TORT LIMITS \$
						OTH-ER \$
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
It is understood and agreed that the Certificate Holder is named as Additional Insured, subject to all policy terms, conditions, and exclusions

CERTIFICATE HOLDER	CANCELLATION	
Palm Beach County Board of County Commissioners	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
2700 6th Avenue South	AUTHORIZED REPRESENTATIVE	
Lake Worth	Miriam Ball	<i>Miriam Ball</i>

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN PALM BEACH COUNTY AND LLL SWIMMING LLC

THIS FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT, is made and entered into on August 21, 2026, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and LLL Swimming LLC , an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, on October 14, 2025, COUNTY and CONTRACTOR entered into an Agreement (R2025-1762) for the provision of providing a USA club swim team; hereinafter referred to as the "Agreement"; and

WHEREAS, under the Agreement the COUNTY is to provide funding in an amount not to exceed Ninty One Thousand One Hundred Dollars (\$91,100.00); and

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

WHEREAS, the program will exceed revenue projections of One Hundred Thirty Thousand One Hundred Forty Two Dollars (\$130,142.00); and

WHEREAS, the total Agreement not to exceed amount required to be paid to CONTRACTOR needs to be increased by Thirty Three Thousand Dollars (\$33,000.00); 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 One Hundred Twenty Four Thousand One Hundred Dollars (\$124,100.00).
2. Exhibit A is hereby amended by replacing it with Exhibit A-1, attached hereto and incorporated herein by reference.
3. 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: [Signature] 8/4/26
Signature Date
Director / Deputy Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$100,000.00:

County Administrator

[Signature] 8-21-26
Signature Date

WITNESS

CONTRACTOR – LLL Swimming LLC

[Signature] 7/23/26
Signature Date
Engjell Troni
Print

By: [Signature] 7/23/26
Signature Date
Peter Niniaggi
Print
Manager
Title

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

County Attorney

[Signature] 7/31/26
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

[Signature] 8-4-26
Signature Date

EXHIBIT "A-1"
(1 of 3)

CONTRACTOR'S Name:	Peter Ninivaggi LLL Swimming, LLC
CONTRACTOR'S Address for Notices:	7901 Nile River Rd West Palm Beach, FL 33411
Description of Services:	Provide US Club Swimming Program
Location/Facility:	Lake Lytal Pool 3645 Lake Lytal Park Dr West Palm Beach, FL 33406
Term (start/end dates):	October 1, 2025/ September 30, 2026
Days of the Week/Time of Activity/Class:	June- August: Mon-Friday 6:30am- 8:00am, All Year: Saturday 6:00am-9:00am, and 4:00pm-7:45pm

*Palm Beach County reserves the right to request schedule changes to the above for seasonal programs, team trainings, or facility operations/events, by providing Contractor advanced notice at least 24 hours prior to scheduled practice/event start time. Reasonable efforts will made to reschedule cancelled practice(s) with minimal disruptions to the operations of the Parties.

Compensation:

The COUNTY shall pay to the CONTRACTOR, a sum equal to seventy percent (70%) of the gross registration fees collected by the COUNTY for the Services. In no event shall the sum paid to CONTRACTOR exceed the not-to-exceed amount in Article 3.

Lightning Swim Team Fees/ LLPOOL	Monthly Fees	*Estimated Number of Participants/Year	Estimated Revenue
Red Group	\$100	140	\$14,000
Bronze Group	\$110	293	\$32,230
Developmental Senior	\$120	345	\$41,400
Advanced Senior	\$130	350	\$45,500
National Development	\$155	208	\$32,240
Developmental HS	\$110	83	\$9,130
Half Month / 2 Stroke clinic	\$75	30	\$2,250
Stroke Clinic 1:1	\$35	5	\$175
Stroke Clinic Group	\$50	7	\$350
	TOTAL	1461	\$177,275

*Number of participants varies each month. Minimum and maximum number of participants is determined by COUNTY.

The estimated revenue total earned for this program is \$177,275.00, with 70% of revenues rounded totaling \$124,100.00.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

Approved Fees **not** collected by Palm Beach county BOCC are as follows:

- USA Swimming Registration Fees
- USA Swimming Meet Fees
- Equipment/ clothing for practice or events

EXHIBIT “A-1”
(2 of 3)

Materials, Tools and Equipment:

Supplied by CONTRACTOR: Contractor will provide all necessary supplies.

Are participants being transported as part of the Scope of Service? ☐ Yes ☒ No

According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage? ☐ Yes ☒ No

Remainder of Page Left Blank

EXHIBIT “A-1” (3 of 3)

Scope of Work:

CONTRACTOR will be responsible for the preparation and administration of training schedules, registering team and individuals with USA Swimming, and technical instruction of competitive swimmers.

CONTRACTOR will supervise swimmers at practices and meets, oversee the entry of swimmers in sanctioned USA swimming competition, and represent the team as a delegate to the Florida Gold Coast Association of United States Swimming.

CONTRACTOR will follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized.

CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

CONTRACTOR will provide copies of any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than existing permitted practice times.

CONTRACTOR will provide the facility manager with a list of registered USA Swimming members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down, and clean up for all swim meets.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-2008-2241)

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, CONTRACTOR will submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR will ensure proper use and care of all County equipment used by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean. It is the CONTRACTOR'S will maintain clean and orderly office and storage areas that have been allocated for the competitive swimming program.

Remainder of Page Left Blank

CERTIFICATE OF INSURANCE			PRINT DATE: 12/8/2025		
			CERTIFICATE NUMBER: 202512061171304		
AGENCY:			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.		
Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta, GA 30328 678-324-3300 (Phone), 678-324-3303 (Fax)					
NAMED INSURED:			INSURERS AFFORDING COVERAGE:		
USA Swimming, Inc. 1 Olympic Plaza Colorado Springs CO 80909			INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379 INSURER B: United States Fire Insurance Company NAIC#: 21113		
EVENT INFORMATION:					
Swim Practice, Sanctioned Competition, try-outs, dryland (1/1/2026 - 1/1/2027)					
POLICY/COVERAGE INFORMATION:					
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.					
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X Occurrence	1-RSL-CO-17-01538639-01	1/1/2026 12:01 AM	1/1/2027 12:01 AM	General Aggregate (Policy Aggregate Cap) \$20,000,000
	X Participant Legal Liability				General Aggregate (Per Event) \$4,000,000
	X Sexual Abuse & Molestation				Each Occurrence \$2,000,000
					Damage to Rented Premises (Each Occ.) \$2,000,000
					Medical Expense (Any one person) Excluded
					Personal & Advertising Injury \$2,000,000
					Products-Comp/Op Agg \$2,000,000
					Abuse-Molestation (Each Occurrence) \$2,000,000
					Abuse-Molestation (Annual Aggregate) \$4,000,000
A	UMBRELLA/EXCESS LIABILITY				
	X Occurrence	1-RSL-CO-17-01538640-01	1/1/2026 12:01 AM	1/1/2027 12:01 AM	Each Occurrence \$3,000,000
					Aggregate \$3,000,000
B	PARTICIPANT ACCIDENT				
	X EXCESS MEDICAL	US2166905	1/1/2026 12:01 AM	1/1/2027 12:01 AM	Excess Medical \$50,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:					
Certificate holder is additional insured as required by written contract as per CG2026 (12-19) Additional Insured - Designated Person or Organization.					
Verification of General Liability and Excess Liability coverage for COVERED ACTIVITIES (see attached).					
30 Day Notice of cancellation applies per policy provisions.					
The General Liability policy contains a Waiver of Subrogation provision where required by written contract or written agreement as per Form CG 24 04 - Waiver of Transfer of Rights of Recovery Against Others to Us.					
Other Insureds include the following: USA Swimming individual members (including but not limited to member athletes, coaches, officials, and other members), group members (including member clubs and organizational members), and volunteers; but only while such parties are acting in their capacity as such with respect to events and related activities organized, operated, sanctioned, or approved by USA Swimming, Inc. or any of its Local Swimming Committees (LSCs).					
CERTIFICATE HOLDER:			NOTICE OF CANCELLATION:		
Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents Palm Beach County Board of County Commissioners C/O Parks and Recreation De 2700 Sixth Avenue South, ATTN: Aquatic Programs Coordinator Lake Worth FL 33641			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:		
					

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN PALM BEACH COUNTY AND JUPITER DRAGONS SWIM TEAM LLC

THIS ~~FIRST~~ Amendment ~~AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT~~, is made and entered into on August 21, 2025, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Jupiter Dragons Swim Team LLC, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, on October 14, 2025, COUNTY and CONTRACTOR entered into an Agreement (R2025-1765) for the provision of providing a USA club swim team; 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 Seventy One Thousand Three Hundred Twenty Eight Dollars (\$171,328.00); and

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

WHEREAS, the program will exceed revenue projections of Two Hundred Forty Four Thousand Seven Hundred Thirty Dollars (\$244,730.00); and

WHEREAS, the total Agreement not to exceed amount required to be paid to CONTRACTOR needs to be increased by Thirty Six Thousand Dollars (\$36,000.00); 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 Two Hundred Seven Thousand Three Hundred Twenty Eight Dollars (\$207,328.00)."
2. Exhibit A is hereby amended by replacing it with Exhibit A-1, attached hereto and incorporated herein by reference.
3. 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: [Signature] 8/4/24
Signature Date
Director / Deputy Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$100,000.00:

County Administrator

[Signature] 8-21-26
Signature Date

CONTRACTOR – Jupiter Dragons Swim Team LLC

WITNESS

[Signature] 7-21-26
Signature Date
Craig Perry
Print

By: [Signature] 07-21-26
Signature Date
KIRIL ZAHARIEV
Print
Head Coach
Title

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

County Attorney

[Signature] 7/31/26
Signature Date
Sean Adell Williams
S.W.

APPROVED AS TO
TERMS & CONDITIONS:

Division Director

[Signature] 8-4-26
Signature Date
[Signature]

EXHIBIT "A-1"
(1 of 3)

CONTRACTOR'S Name:	Jupiter Dragons Swim Team LLC / Kiril Zahariev
CONTRACTOR'S Address for Notices:	Kiril Zahariev 152 Middlebury Drive, Jupiter, FL 33458
Description of Services:	Provide US Club Swimming Program
Location/Facility:	North County Aquatic Complex/861 Toney Penna Drive Jupiter, FL 33458
Term (start/end dates):	October 1, 2025/ September 30, 2026
Days of the Week/Time of Activity/Class:	Mon-Sat 5:30am- 6:30am (June-August), Sat 7:30a- 11:30am Tues- Friday 9:00am – 10:30 and 3:00pm- 8:00pm (All Year)

*Palm Beach County reserves the right to request schedule changes to the above for seasonal programs, team trainings, or facility operations/events, by providing Contractor advanced notice at least 24 hours prior to scheduled practice/event start time. Reasonable efforts will made to reschedule cancelled practice(s) with minimal disruptions to the operations of the Parties.

Compensation:

The COUNTY shall pay to the CONTRACTOR, a sum equal to seventy percent (70%) of the gross registration fees collected by the COUNTY for the Services. In no event shall the sum paid to CONTRACTOR exceed the not-to-exceed amount in Article 3.

Dragons Swim Team Fees/ NCAC	Monthly Fees	*Estimated Number of Participants/Year	Estimated Revenue
Purple	\$100.00	384	\$38,400.00
Orange	\$110.00	290	\$31,900.00
Green I	\$110.00	170	\$18,700.00
Green II	\$120.00	186	\$22,320.00
Competitive Program/ Red	\$125.00	270	\$33,750.00
Elite	\$135.00	314	\$42,390.00
Blue/ Junior	\$145.00	225	\$32,625.00
Blue/ Senior	\$160.00	214	\$34,240.00
National Development	\$175.00	211	\$36,925.00
Half Month	\$75.00	55	\$4,125.00
1:1 Clinic	\$40.00	9	\$360
Stroke Clinic (2 or more swimmers)	\$30.00	15	\$450
	Total	2343	\$296,185

*Number of participants varies each month. Minimum and maximum number of participants is determined by COUNTY.

The estimated revenue total earned for this program is \$296,185.00, with 70% of revenues rounded to \$207,328.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

EXHIBIT “A-1”
(2 of 3)

Approved Fees **not** collected by Palm Beach county BOCC are as follows:

- USA Swimming Registration Fees
- USA Swimming Meet Fees
- Merchandise Related Fees

Materials, Tools and Equipment:

Supplied by CONTRACTOR: Contractor will provide all necessary supplies.

Are participants being transported as part of the Scope of Service? ☐ Yes ☒ No

According to Florida Statute Chapter 440, are you required to maintain
Workers' Compensation and Employer Liability coverage? ☐ Yes ☒ No

Remainder of page left blank intentionally

EXHIBIT "A-1"

(3 of 3)

Scope of Work:

CONTRACTOR will be responsible for the preparation and administration of training schedules, registering team and individuals with USA Swimming, and technical instruction of competitive swimmers.

CONTRACTOR will supervise swimmers at practices and meets, oversee the entry of swimmers in sanctioned USA swimming competition, and represent the team as a delegate to the Florida Gold Coast Association of United States Swimming.

CONTRACTOR will follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized.

CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

CONTRACTOR will provide copies of any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than existing permitted practice times.

CONTRACTOR will provide the facility manager with a list of registered USA Swimming members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down, and clean up for all swim meets.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-2008-2241)

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, CONTRACTOR will submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR will ensure proper use and care of all County equipment used by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean. It is the CONTRACTOR'S will maintain clean and orderly office and storage areas that have been allocated for the competitive swimming program.

Remainder of Page Left Blank

CERTIFICATE OF INSURANCE			PRINT DATE: 1/12/2026	
			CERTIFICATE NUMBER: 202601121176143	
AGENCY:				
Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta, GA 30328 678-324-3300 (Phone), 678-324-3303 (Fax)			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.	
NAMED INSURED:			INSURERS AFFORDING COVERAGE:	
USA Swimming, Inc. 1 Olympic Plaza Colorado Springs CO 80909			INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379 INSURER B: United States Fire Insurance Company NAIC#: 21113	
EVENT INFORMATION:				
Swim Practice and Sanctioned Competitions (1/9/2026 - 1/1/2027)				
POLICY/COVERAGE INFORMATION:				
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.				
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES: LIMITS:
A	GENERAL LIABILITY			
	X Occurrence	1-RSL-CO-17-01538639-01	1/1/2026 12:01 AM	1/1/2027 12:01 AM
	X Participant Legal Liability			General Aggregate (Policy Aggregate Cap) \$20,000,000
	X Sexual Abuse & Molestation			General Aggregate (Per Event) \$4,000,000
				Each Occurrence \$2,000,000
				Damage to Rented Premises (Each Occ.) \$2,000,000
				Medical Expense (Any one person) Excluded
				Personal & Advertising Injury \$2,000,000
				Products-Comp/Op Agg \$2,000,000
				Abuse-Molestation (Each Occurrence) \$2,000,000
				Abuse-Molestation (Annual Aggregate) \$4,000,000
A	UMBRELLA/EXCESS LIABILITY			
	X Occurrence	1-RSL-CO-17-01538640-01	1/1/2026 12:01 AM	1/1/2027 12:01 AM
				Each Occurrence \$3,000,000
				Aggregate \$3,000,000
B	PARTICIPANT ACCIDENT			
	X EXCESS MEDICAL	US2166905	1/1/2026 12:01 AM	1/1/2027 12:01 AM
				Excess Medical \$50,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:				
Certificate holder is additional insured as required by written contract as per RSCG 03 03 (09/21).				
Verification of General Liability and Excess Liability coverage for COVERED ACTIVITIES (see attached).				
30 Day Notice of cancellation applies per policy provisions.				
Other Insureds include the following: USA Swimming individual members (including but not limited to member athletes, coaches, officials, and other members), group members (including member clubs and organizational members), and volunteers; but only while such parties are acting in their capacity as such with respect to events and related activities organized, operated, sanctioned, or approved by USA Swimming, Inc. or any of its Local Swimming Committees (LSCs).				
CERTIFICATE HOLDER:			NOTICE OF CANCELLATION:	
Palm Beach County Board of County Commissioners Political Subdivision of the State of Florida 2700 6th Avenue South Lake Worth FL 33461			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:	
				