

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **April 15, 2008**

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:** First Amendment to Contract (R2007-0703) with Kiril Zahariev, in an amount not-to-exceed \$300,000, for the period May 1, 2007, through April 30, 2009, for USA swimming coaching services at the North County Aquatic Complex.

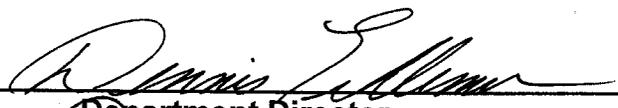
Summary: For the past four years, Kiril Zahariev has been the USA swimming coach at North County Aquatic Complex. The current Professional Services Contract will expire on April 30, 2008, however, there are two one-year renewal options available under this contract. This Amendment exercises one renewal option with Kiril Zahariev through April 30, 2009, with one one-year renewal option remaining, in an amount not-to-exceed \$150,000 per year. District 1 (AH)

Background and Justification: On May 1, 2007, the Board of County Commissioners (BCC) approved a professional services contract with Kiril Zahariev to provide USA swim coaching services at the North County Aquatic Complex in an amount not-to-exceed \$150,000 per year with two one-year renewal options. After reviewing Kiril Zahariev's four 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 \$150,000 for the period May 1, 2007, through April 30, 2008, and \$150,000 for the period May 1, 2008, through April 30, 2009, and allows for one remaining one-year renewal option of \$150,000 for the period May 1, 2009, through April 30, 2010, subject to the appropriation of funds by the Board.

Attachment:

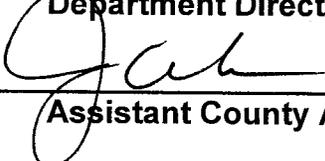
First Amendment

Recommended by: _____


Department Director

3/25/08
Date

Approved by: _____


Assistant County Administrator

4/3/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>150,000</u>	<u>87,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(187,500)</u>	<u>(109,375)</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>
NET FISCAL IMPACT	<u>(37,500)</u>	<u>(21,875)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 580 Unit 5305
 Object 3422/Revenue Source 4724 Program N/A

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

Contractor	FY2007		FY2008		FY2009	
	Revenue	Expense	Revenue	Expense	Revenue	Expense
Kiril Zahariev	\$78,125	\$62,500	\$187,500	\$150,000	\$109,375	\$87,500

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Jim Dink 4-1-08
 OFMB 28 3/31/08
 CN 3/21/08
 SH 3/28/08

Ann J. Jacoby 4/2/08
 Contract Development and Control
 6/20/08 4/2/08

B. Legal Sufficiency:

This amendment complies with our review requirements.

Anne Delgado 4/2/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**FIRST AMENDMENT
TO CONTRACT FOR
USA SWIMMING COACHING SERVICES**

THIS FIRST AMENDMENT, dated _____, 2008, to Contract dated May 1, 2007 (R2007-0703), 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 Kiril Zahariev, 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 May 1, 2007 (R2007-0703), hereinafter referred to as the "Contract", whereby the CONTRACTOR has agreed to provide USA Swimming coaching services; and

WHEREAS, the parties desire to renew the Contract for the period May 1, 2008 through April 30, 2009, with one (1) additional one (1) year option for renewal; and

WHEREAS, the parties desire to increase the authorized not-to-exceed contract amount to \$300,000.

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 May 1, 2007, and complete all services by April 30, 2009, with the option to renew for one (1) additional twelve (12) month period. The option for renewal shall only be exercised upon mutual written agreement with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. 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 Thousand Dollars (\$300,000) as follows: an amount not-to-exceed One Hundred and Fifty Thousand Dollars (\$150,000) for the period May 1, 2007 through April 30, 2008 and an amount not-to-exceed One Hundred and Fifty Thousand Dollars (\$150,000) for the period May 1, 2008 through April 30, 2009. 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, dated May 1, 2007, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
4. This FIRST AMENDMENT shall not take effect until executed by the parties hereto.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First 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

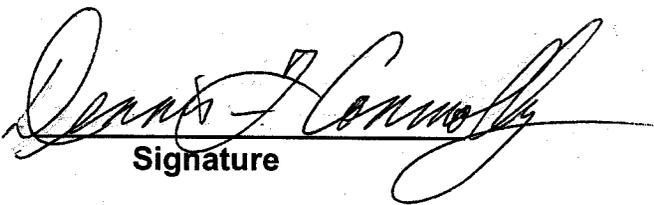
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene, Chairperson

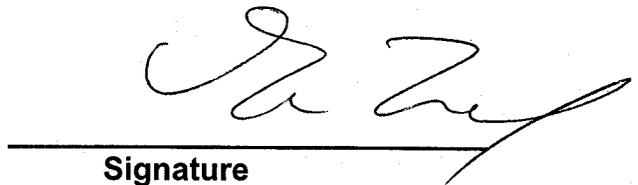
WITNESS:

CONTRACTOR:


Signature

Kiril Zahariev

DENNIS F. CONNOLLY
Print Name


Signature


Signature

KIRIL ZAHARIEV
Print Name

Jennifer Anglin
Print Name

Head Coach
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: 
Department Director