

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

---

Meeting Date: May 5, 2009

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 with Kiril Zahariev (R2007-0703), as amended, in an amount not-to-exceed \$450,000 for the period May 1, 2007, through April 30, 2010, for USA swimming coaching services at the North County Aquatic Complex.

**Summary:** For the past five years, Kiril Zahariev has been the USA swimming coach at North County Aquatic Complex. The current contract expired on April 30, 2009; however, there were two one-year renewal options available under this contract. This Amendment exercises the final renewal option with Kiril Zahariev through April 30, 2010, in an amount not-to-exceed \$150,000 per year. This Amendment retroactively renews the contract for the period May 1, 2009, through April 30, 2010. 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. District 1 (AH)

**Background and Justification:** On May 1, 2007, the Board of County Commissioners (BCC) approved a 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 five 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.

**Attachment:** Second Amendment

---

Recommended by:   
Department Director

4/17/09  
Date

Approved by:   
Assistant County Administrator

7/28/09  
Date

**II. FISCAL IMPACT ANALYSIS**

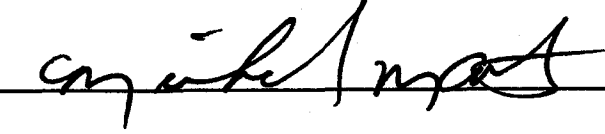
**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2009	2010	2011	2012	2013
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>
<b>NET FISCAL IMPACT</b>	<u><b>(37,500)</b></u>	<u><b>(21,875)</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>

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

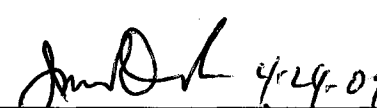
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

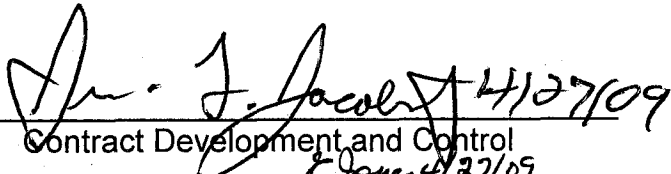
Contractor	FY2007		FY2008		FY2009		FY2010	
	Revenue	Expense	Revenue	Expense	Revenue	Expense	Revenue	Expense
Kiril Zahariev	\$78,125	\$62,500	\$187,500	\$150,000	\$187,500	\$150,000	\$109,375	\$87,500

C. Departmental Fiscal Review:  

**III. REVIEW COMMENTS**

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

   
 OFMB  4/22/09   4/22/09   CN 4/21/09

   
 Contract Development and Control  4/27/09   
 E. Jones 4/27/09

**B. Legal Sufficiency:**

**This amendment complies with our review requirements.**

   
 Assistant County Attorney

**C. Other Department Review:**

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

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

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

**THIS SECOND AMENDMENT**, dated \_\_\_\_\_, 2009, 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, 2009 through April 30, 2010, with no additional renewal options; and

**WHEREAS**, the parties desire to increase the authorized not-to-exceed contract amount to \$450,000.

**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, 2010, 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 Four Hundred and Fifty Thousand Dollars (\$450,000) 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, an amount not-to-exceed One Hundred and Fifty Thousand Dollars (\$150,000) for the period May 1, 2008 through April 30, 2009, and a final not-to-exceed amount of One Hundred and Fifty Thousand Dollars (\$150,000) for the period May 1, 2009 through April 30, 2010. 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 are 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 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

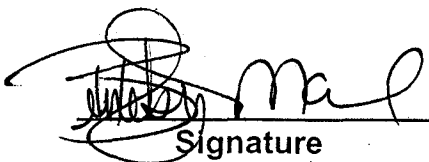
PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS:

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

By: \_\_\_\_\_  
John F. Koons, Chairman

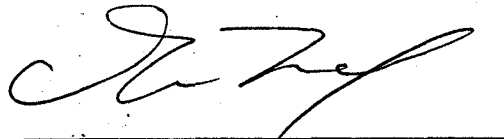
WITNESS:


CONTRACTOR:

  
Signature

Kiril Zahariev

Hedda Mitchell  
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