

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 5, 2011

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 (R2010-0415) with Kiril Zahariev for the period May 1, 2010, through April 30, 2012, in an amount not-to-exceed \$150,000 per year for USA swimming coaching services at the North County Aquatic Complex.

**Summary:** For the past seven years, Kiril Zahariev has been the USA swimming coach at North County Aquatic Complex. The current Professional Services Contract will expire on April 30, 2011; however, there are two one-year renewal options available under this contract. This amendment exercises one renewal option with Kiril Zahariev through April 30, 2012, with one one-year renewal option remaining, in an amount not-to-exceed \$150,000 per year. This amount is unchanged from the current year rate. This contractor utilizes two additional coaches in providing this service. District 1 (AH)

**Background and Justification:** On March 23, 2010, 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 seven 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, 2010, through April 30, 2011, \$150,000 for the period May 1, 2011, through April 30, 2012, and allows for one remaining one-year renewal option of \$150,000 for the period May 1, 2012, through April 30, 2013, subject to the appropriation of funds by the Board.

**Attachment:** First Amendment to Contract

Recommended by: \_\_\_\_\_

  
Department Director

3-15-11  
Date

Approved by: \_\_\_\_\_

  
Assistant County Administrator

3/22/11  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>62,500</u>	<u>87,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(78,125)</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>	<b><u>(15,625)</u></b>	<b><u>(21,875)</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>

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:**

FUND: General Fund  
 UNIT: North County Aquatic Complex

Parks Swimming Pools	0001-580-5305-4724	(\$187,500)
Contractual Services-Recreation	0001-580-5305-3422	\$150,000

C. Departmental Fiscal Review: ckopelakis

**III. REVIEW COMMENTS**

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

[Signature] 3/18/11  
 OFMB 3/17/11 SN 3/17/11 85.

[Signature] 3/21/11  
 Contract Development and Control Edm 3/21/11

**B. Legal Sufficiency:**

Anne Delgado 3/22/11  
 Assistant County Attorney

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

**C. Other Department Review:**

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

REVISED 10/95  
 ADM FORM 01


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

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT**

BGRV 580 030311\*265  
BGEX 580 030311\*997

**FUND 0001 - GENERAL FUND**

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/03/11	REMAINING BALANCE
<b><u>REVENUES</u></b>								
0001-580-5305-4724	Parks Swimming Pools	324,256	324,256	35,500		359,756	0	359,756
<b>TOTAL RECEIPTS &amp; BALANCES</b>		959,240,680	961,413,079	35,500	0	961,448,579		
<b><u>APPROPRIATIONS</u></b>								
0001-580-5305-3422	Contractual Services-Recreation	763,225	763,225	35,500		798,725	406,946	391,779
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		959,240,680	961,413,079	35,500	0	961,448,579		

	<b>Signatures</b>	<b>Date</b>	
<b>Parks and Recreation Department</b>		<u>3-2-2011</u>	<b>By Board of County Commissioners</b> <b>At Meeting of</b> <b>April 5, 2011</b> <hr/> <b>Deputy Clerk to the Court</b>
<b><u>INITIATING DEPARTMENT/DIVISION</u></b>	_____	_____	
<b>Administration/Budget Department Approval</b>	_____	_____	
<b>OFMB Department - Posted</b>	_____	_____	

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

THIS FIRST AMENDMENT, dated \_\_\_\_\_, 2011, to Contract dated March 23, 2010 (R2010-0415), 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 March 23, ~~2007~~<sup>2010</sup> (R2010-0415), 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, 2011 through April 30, 2012, 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, 2010, and complete all services by April 30, 2012, 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, 2010 through April 30, 2011 and an amount not-to-exceed One Hundred and Fifty Thousand Dollars (\$150,000) for the period May 1, 2011 through April 30, 2012. 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. ARTICLE 30- INSPECTOR GENERAL, is added to the Contract to read as follows:

"Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. "

4. All other provisions of said CONTRACT, dated March 23, 2010, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
5. This FIRST 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 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: \_\_\_\_\_  
Karen T. Marcus, Chair

WITNESS:


CONTRACTOR:

  
\_\_\_\_\_  
Signature

Kiril Zahariev

*Laurie C. Schobelech*  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

*KIRIL ZAHARIEV*  
\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/19/2011

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 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).

<b>PRODUCER</b> Risk Management Services, Inc. P.O. Box 32712 Phoenix, AZ 85064-2712	1-602-840-3234	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID#:</b>	<b>FAX</b> (A/C, No):
<b>INSURED</b> JUPITER DRAGONS SWIM TEAM USA Swimming etal Incl Local Swimming Committees KIRIL ZAHARIEV 861 TONEY PENNA DRIVE JUPITER, FL 33458-7538	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Lexington Insurance Company		
	INSURER B: Mutual of Omaha Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES** CERTIFICATE NUMBER: 19418421 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	839-6547	01/01/11	01/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	XS MED/DENTAL		T5MPSP35054	01/01/11	01/01/12	Maximum Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Verification of General/Excess Liability for INSURED ACTIVITIES per attached. The Certificate Holder is included as Additional Insured but only as respects to the Named Insured's operations per the attached ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.

<b>CERTIFICATE HOLDER</b> Palm Beach County Board of County Commissioners Political Subdivision of the State of Florida 2700 6th Avenue South Lake Worth, FL 33461 USA	<b>CANCELLATION 30 DAY CANCELLATION PER POLICY PROVISIONS</b> 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 <i>Carolyn J. Blumit</i>
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## Endorsement No. 2

This endorsement, effective January 1, 2011, 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.011-2834 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.