

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 1, 2012

☒ 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 (R2010-0415) with Kiril Zahariev for the period May 1, 2010, through April 30, 2013, 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 eight years, Kiril Zahariev has been the USA swimming coach at North County Aquatic Complex. The current Professional Services Contract expired on April 30, 2012; however, there is one one-year renewal option available under this contract. This amendment exercises the final renewal option with Kiril Zahariev through April 30, 2013, in an amount not-to-exceed \$150,000 per year. This amount is unchanged from the current year rate. The contractor utilizes two (2) additional coaches in providing this service. District 1 (AH)

Background and Justification: On March 23, 2010, the Board of County Commissioners 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 eight 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 \$150,000 for the period May 1, 2012, to April 30, 2013. There are no renewal options remaining under this contract.

Attachment: Second Amendment to Contract

Recommended by:



Department Director

4/3/2012

Date

Approved by:



Assistant County Administrator

4/16/12

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
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>
NET FISCAL IMPACT	<u>(15,625)</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:

FUND: General Fund
 UNIT: North County Aquatic Complex

Contractual Services-Recreation 0001-580-5305-3422 \$150,000

C. Departmental Fiscal Review:

[Signature]

III. REVIEW COMMENTS

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

[Signature] 4/5/12
 OFMB
 5/4/12 4/14/12
 cc [initials]
 [initials]

[Signature] 4/13/12
 Contract Development and Control
 4-13-12 [initials]

B. Legal Sufficiency:

Anne Helgent 4/16/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

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 _____, 2012, 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, 2010 (R2010-0415), hereinafter referred to as the "Contract", whereby the CONTRACTOR has agreed to provide USA Swimming coaching services; and

WHEREAS, the parties amended the Contract on April 5, 2011 (R2011-0527) by renewing the Contract for the period May 1, 2011 through April 30, 2012; and

WHEREAS, the parties desire to renew the Contract for the period May 1, 2012 through April 30, 2013, 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, 2010, and complete all services by April 30, 2013, 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, 2010 through April 30, 2011; an amount not-to-exceed One Hundred and Fifty Thousand Dollars (\$150,000) for the period May 1, 2011 through April 30, 2012; and a final not-to-exceed amount of One Hundred and Fifty

Thousand Dollars (\$150,000) for the period May 1, 2012 through April 30, 2013.

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 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL** is hereby amended to read as follows:

"Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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 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: _____
Shelley Vana, Chair

WITNESS:

CONTRACTOR:


Signature
Philip Galfano
Print Name

Kiril Zahariev

Signature

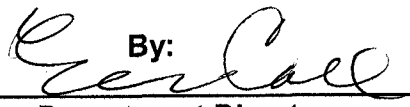

Signature
Jennifer Anglin
Print Name

KIRIL ZAHARIEV
Print Name
Head Coach
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)
02/02/2012

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).

PRODUCER Risk Management Services, Inc. P.O. Box 32712 Phoenix, AZ 85064-2712	1-602-840-3234	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: info@theriskpeople.com PRODUCER CUSTOMER ID #:	FAX (A/C, No): 602-274-9138
INSURED JUPITER DRAGONS SWIM TEAM USA Swimming, Inc dba USA Swimming KIRIL ZAHARIEV 861 TONEY PENNA DRIVE JUPITER, FL 33458-7538		INSURER(S) AFFORDING COVERAGE INSURER A: LEXINGTON INS CO 19437 INSURER B: MUTUAL OF OMAHA INS CO 71412 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 25428082

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	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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"/> 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	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	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) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	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 <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	XS ACC MED/DENTAL		T5MPSP35054	01/01/12	01/01/13	Maximum Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Verification of General Liability coverage for INSURED ACTIVITIES. Excess Medical/Dental coverage provided for participants only. The Certificate Holder is included as Additional Insured per attached

ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.

30 DAY CANCELLATION PER POLICY PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners
Political Subdivision of the State of Florida
2700 6th Avenue South
Lake Worth, FL 33461
USA

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

Carolyn J. Blumit

PG-JDST
ACORD 25 (2009/09)
25428082

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