

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 19, 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: First Amendment to Independent Contractor Agreement (R2008-1521) with 3D Diving, Inc. for USA Diving Program services at North County Aquatic Complex for the period July 1, 2008, through June 30, 2009.

**Summary:** On June 10, 2008, the Parks and Recreation Department entered into an Independent Contractor Agreement with 3D Diving, Inc. to provide coaching services for the USA Diving program at North County Aquatic Complex. Under this original Agreement, the total amount to be paid by the County for all services and materials was not-to-exceed \$40,000. This First Amendment increases the total contract amount by \$10,000 to \$50,000. District 1 (AH)

**Background and Justification:** The Parks and Recreation Department offers a USA Diving program at North County Aquatic Complex. Program fees and charges are paid by participants directly to the County, and the Independent Contractor is paid 80% of all program fees and charges collected. During this Agreement period, program fees and charges collected by the County are expected to exceed the estimated total by \$12,500, and thereby also exceeding the not-to-exceed amount to be paid to the Independent Contractor by \$10,000. This Amendment allows for the additional payment due to the Independent Contractor. All other terms of the Agreement remain the same.

A resolution providing authority to execute Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 02-2103 and 07-0409) was adopted by the Board to streamline the hiring process. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Independent Contractor Agreements with recreation instructors and sports officials up to \$10,000, with contracts of \$10,000 or more requiring the County Administrator's approval. However, this resolution does not provide for any Amendments to the Independent Contractor Agreements.

This Amendment has been executed on behalf of 3D Diving, Inc., and now needs to be approved by the Board of County Commissioners.

**Attachments:**

1. First Amendment to Independent Contractor Agreement
2. Independent Contractor Agreement

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

Department Director

Date

4/30/09

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

Assistant County Administrator

Date

5/13/09

## 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>10,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(12,500)</u>	<u>-0-</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>(2,500)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </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:

FUND: General Fund  
UNIT: North County Aquatic Complex

Contractual Services-Recreation      0001-580-5305-3422      \$10,000

C. Departmental Fiscal Review: Chopelakis

## III. REVIEW COMMENTS

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

John D. 5/9/09  
OFMB 2-5/10/09 5/14/09

Dr. J. Proboni 5/11/09  
Contract Development and Control

### B. Legal Sufficiency:

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

Anne G. Delgado 5/13/09  
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

G:\Mmartz\Capital\09 Agenda Items, Agreements, BCC Transfers & Amendments\05-19-09 3D Diving ICA Amendment.doc

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN PALM BEACH COUNTY AND 3D DIVING, INC.  
FOR USA DIVING PROGRAM**

**THIS AMENDMENT** is entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and 3D Diving, Inc., an Independent Contractor, herein referred to as "Contractor".

**W I T N E S S E T H:**

**WHEREAS**, on June 10, 2008, County entered into an Independent Contractor Agreement (R2008-1521) with Contractor, hereinafter referred to as the "Agreement" to provide funding in an amount not to exceed \$40,000 for all services and materials for the USA competitive diving coach's services, hereinafter referred to as the "Program"; and

**WHEREAS**, Contractor's fee is the sum of 80% of the paid enrollment fees for the Program; and

**WHEREAS**, paid enrollment fees are projected to exceeded \$40,000 for the Agreement period; and

**WHEREAS**, the total contract amount required to be paid to the Contractor needs to be increased by \$10,000; and

**WHEREAS**, the Program benefits all citizens of Palm Beach County.

**NOW THEREFORE**, the parties hereby agree as follows:

1. The first sentence in Section 3a. of the Agreement is amended to read: "The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Fifty Thousand Dollars (\$50,000)."

2. 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.

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IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

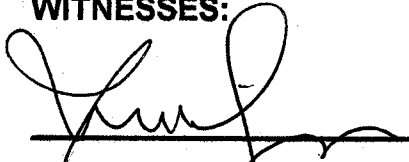
**ATTEST:**  
**SHARON R. BOCK, Clerk &**  
**Comptroller**

**PALM BEACH COUNTY, FLORIDA, BY ITS**  
**BOARD OF COUNTY COMMISSIONERS**

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

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

**WITNESSES:**

  
\_\_\_\_\_  
Philip R. Galfano

**INDEPENDENT CONTRACTOR**

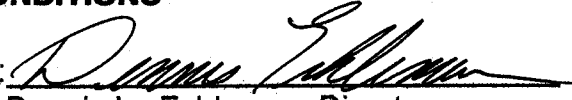
By:   
\_\_\_\_\_  
Signature

David A. Goodwin, President 3D Diving, Inc.  
Name and Title

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

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

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

By:   
\_\_\_\_\_  
Dennis L. Eshleman, Director  
Parks and Recreation Department

R 2008 1521

## AQUATICS

SEP 09 2008

ACCOUNT: 0001-580-5305-3422

VENDOR CODE:

CONTRACT:

MC: *g*

PS:

FSS: *g*CC: *g*CA: *a, g*DD: *DRL*

# INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 10 day of June 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and 3D Diving, Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

## WITNESSETH:

**WHEREAS**, the COUNTY desires to make available (a) (an) Competitive Springboard Diving program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

**WHEREAS**, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing said program.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2008 and will meet thereafter with the termination date of this agreement being June 30, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$145.00/\$120.00/\$85.00 or \$60.00 per month Revenue Account No. 0001-580-5305-4724-02
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of forty thousand Dollars (\$40,000.00). 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 bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" 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.
  - b. The CONTRACTOR's fee shall be the sum of \$N/A or 80 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: USA Diving Competitive Dive Team
  - b. Name of class or activity: Springboard Diving
  - c. Day(s)/Date(s) Scheduled: variable - to be worked out with Pool Manager
  - d. Time Scheduled: variable - to be worked out with Pool Manager
  - e. Location: North County Aquatic Complex
  - f. A minimum of 5 and a maximum of 65 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
6/5/08 *16*

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
- a. CONTRACTOR agrees to:
    - 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
    - 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
    - 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
    - 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
    - 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
    - 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
    - 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
    - 8. Provide the County Representative with 10 days notice of all schedule conflicts/changes.
    - 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
  - b. COUNTY agrees to:
    - 1. Maintain the facilities in proper working order.
    - 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
    - 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.

10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.

11. **County Representative:** The County Representative for this CONTRACT is:

Jennifer Anglin, Aquatics Program Coordinator PH: 561-966-6632

12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.

13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Recreation Services  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: 3D Diving, Inc/ David Goodwin

CONTRACTOR'S Address: 215 Jones Creek Drive, Jupiter, FL 33458

CONTRACTOR'S Phone No. 561-222-3483

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals in the date first above written.

**PALM BEACH COUNTY WITNESS**

*Nancy Beale*  
SIGNATURE  
Nancy Beale  
NAME (TYPE OR PRINT)

R2008 1521  
SEP 09 2008

**PALM BEACH COUNTY**

*[Signature]*  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR  
*[Signature]*  
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

**CONTRACTOR WITNESS**

*[Signature]*  
SIGNATURE  
Philip R. Galfano  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

*David A. Goodwin*  
SIGNATURE

David A. Goodwin - President 3D Diving, Inc.  
NAME (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

*Anne Helgent*  
COUNTY ATTORNEY



**Exhibit A**  
**SCOPE OF SERVICES**

**The basic requirements for the Head Coach are as follows:**

The selected proposer ("CONTRACTOR") shall provide the services described in this RFP during the term of the Agreement, and in accordance with its proposal submitted in response to this RFP.

**Scope of Work**

The CONTRACTOR has the responsibility of training divers in preparation for competitive programs. CONTRACTOR must organize and supervise the competitive diving program for all ages and skill levels as well as instruct and train participants in competitive diving.

CONTRACTOR is responsible for the preparation of daily training schedules; administration of training schedules, registering team and individuals with US Diving; and technical instruction of competitive diving. Participants will be supervised during a variety of exercises, diving drills, dry land exercises and instructional sessions. CONTRACTOR will supervise divers at practices and meets; will oversee the entry of divers in sanctioned US Diving competition and represent the team as a delegate to the Florida Gold Coast Association of United States Diving.

CONTRACTOR shall perform the services set forth herein in a competent, professional, safe and responsible manner with full regard for the safety of the participants as well as for the Facility.

Immediately upon arrival at the Facility, CONTRACTOR shall inspect the site prior to beginning any activity (if applicable and if staff or another coach has not arrived prior). Prior to divers entering the water, CONTRACTOR shall perform a water test with facilities test kit for chemical levels in the water. If chemical levels are not reading between 1.5-3.0 for chlorine and 7.2-7.6 for pH, divers should not enter the pool. Should any other safety condition exist at the Facility, the CONTRACTOR shall report said condition to the Facility manager immediately upon the manager's arrival at the Facility. If the condition creates a risk to the participants or spectators, the activity will be postponed until corrective action has been completed.

CONTRACTOR shall make judgments regarding safe weather and water conditions, and shall cancel or postpone practice sessions when conditions are unsafe.

CONTRACTOR shall follow established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the Facility.

CONTRACTOR shall work within the aquatic chain-of-command: Facility Manager, Aquatics Program Coordinator, Aquatics Supervisor and Director.

CONTRACTOR will ensure that all participants are instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized. During Facility operational hours program participants will obey all pool rules. CONTRACTOR and all personnel on site shall be certified in American Red Cross Safety Training for Coaches; First Aid/CPR (equivalent or higher training) and must have a first aid kit available at all times.

CONTRACTOR shall provide a service capable of responding to public questions, program information and membership details in a professional manner.

CONTRACTOR shall provide the Facility manager with 14 days notice of all anticipated conflicts, schedule changes, or absences. The CONTRACTOR shall immediately notify the Facility manager of any unanticipated absences. The CONTRACTOR will give the participants as much notice as possible in the case of schedule changes or absences.

CONTRACTOR shall work with and maintain open dialogue with the Facility manager, regarding program needs, program changes, additions or removals, or problems with the Facility or equipment through general daily interaction and by attending scheduled meetings with the manager monthly, and quarterly with Aquatic Program Coordinator, Aquatic Supervisor and Manager.

CONTRACTOR shall work with and maintain open dialogue with the parents and parent organization Board in general daily interaction and through regularly scheduled meetings. Meetings must be held quarterly at a minimum. CONTRACTOR will establish a method for meeting with individual parents and addressing concerns or questions when requested.

CONTRACTOR shall provide copies of newsletters, calendars and handbooks to the Facility manager and obtain approval from the Facility manager for all activities other than permitted practice times. All written materials to be distributed to participants, or their parents/guardians, must be provided to the Manager for review prior to distribution.

CONTRACTOR shall adhere to all applicable COUNTY policies and procedures, rules, regulations and ordinances.

CONTRACTOR and CONTRACTOR'S staff shall display effective and respectful behavior in all public contact while performing contracted services.

CONTRACTOR shall provide the Facility manager a list of registered US Diving members containing the following information: first name; last name; age; sex; skill group they are assigned and the monthly fees to be assessed for each diver. All changes to this information must be made monthly and an updated list provided to the Facility manager on the first (1<sup>st</sup>) day of the following month.

CONTRACTOR shall provide the Facility manager with daily attendance figures for each month on the first (1<sup>st</sup>) day of the following month.

CONTRACTOR shall secure necessary meet officials, and volunteers for the set up, running, take down and clean up of all meets.

CONTRACTOR shall 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-93-164-D), attached to RFP as Appendix "D".

#### **Use of Premises**

The Facility, when permitted by the COUNTY for the CONTRACTOR of the US Diving competitive program, shall not be permitted by the CONTRACTOR for use to any other organization or group during their permitted time.

CONTRACTOR must submit written request for 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 request shall be reviewed by the Facility manager and request for said usage shall

not be unreasonably withheld. At a minimum, the CONTRACTOR shall 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 shall ensure proper use and care of all equipment by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR shall ensure that the Facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR'S responsibility to maintain clean and orderly storage areas that have been allocated for the competitive diving program. The CONTRACTOR shall open the Facility each morning for the US Diving competitive program when utilizing the Facility prior to the Facility opening to the general public. The CONTRACTOR shall also close and secure the Facility each evening if the program conclusion is after operational hours. If utilizing the Facility when it is open to the general public, the CONTRACTOR shall make a portion of the dive facilities available for use by the general public.

The Department will provide a work area (if necessary) for the CONTRACTOR to utilize during program hours.

CONTRACTOR will inform the Facility manager immediately of any equipment malfunction or failure.

The Department may authorize the closing of the pool during necessary repair work or in the event of severe weather. In these instances the pool will remain closed until the County authorizes its reopening.

### **Personnel**

The CONTRACTOR shall secure at its own expense, all necessary personnel required to perform the services under the Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. Such personnel will be required to complete and sign a form giving the County permission to conduct a background check.

All of the services required herein shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the County's representative and written approval must be granted by the County's representative before said change or substitution can become effective.

CONTRACTOR shall indoctrinate and train all staff in the philosophies and public relation concerns of the County. CONTRACTOR'S staff and pool staff will be cross trained to be knowledgeable of each others programs. CONTRACTOR shall cooperate with Facility management and staff, contributing to the harmony and productivity of the unit.

### **Program Fees & Charges**

The Department, on behalf of the County, shall collect all program fees and charges from participants. All program fees and charges will be made payable to: **Board of County**

**Commissioners.** The County will provide the CONTRACTOR with weekly reports updating participants' payment status. CONTRACTOR shall assist County with the collection of fees.

Current monthly fees for the program are as follows:

Diving Lesson	\$60.00
Novice Program	\$85.00
Junior Olympic Program III	\$120.00
Junior Olympic Program IV	\$145.00

Fees and charges are subject to change, upon thirty (30) days' advance written notice to CONTRACTOR.

Any and all changes to monthly program fees and charges must be approved in writing in advance by the Director.

#### **Payments to Contractor**

Payment shall be made to the CONTRACTOR by the County when invoiced but no more than once every two weeks per the approved payment proposal. Payments will be made only for the current month of services; there will be no advanced payment of services.