PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 2, 2008 Department	[X]	Consent Workshop	[]	Regular Public Hearing
Submitted For: FIRE RESCUE				
=======================================	====			
I. EXE	CUTIV	E BRIEF		
Motion and Title:				
Staff recommends motion to receive Agreement for Swimming Lessons with Palm Beaches, Inc.	/e and h the Y	file one (1) 'oung Men's	origina Christia	al standard Interlocal an Association of the
Summary:				
On September 27, 2005, the Board adopted Resolution Number R2005-1906 authorizing the County Administrator, or his designee (the Fire Rescue Administrator) to execute standard agreements with municipalities and independent contractors to provide swimming lessons to members of the public through the Palm Beach County Drowning Prevention Coalition's Learn to Swim Program. Pursuant to Countywide PPM CW-O-051, one (1) standard County agreement that has been executed by the County Administrator, or his designee (the Fire Rescue Administrator) is being submitted as a receive and file agenda item for the Clerk's Office to note and receive. Countywide (SB)				
Background and Policy Issues:				
Countywide PPM CW-O-51 requires executed standard agreement as a Recto note and receive said item(s).	the in	itiating Depa nd File agend	rtment a item	to submit the fully for the Clerk's Office
Attachments:				
 Interlocal Agreement for Swimming Lessons with the Young Men's Christian Association of the Palm Beaches, Inc. 				
=======================================	====:	=======	====	:=========
Recommended By: Deputy Chie	1 Mul	en		/o/24/08 Date
Approved By: Approved By: Fire-Rescue	Admi	nistrator	10) - 24-08 Date

II. <u>FISCAL IMPACT ANALYSIS</u>

	A.	Five Year Summary	of Fiscal I	mpact:				
	Capit	l Years al Expenditures ating Costs	2009	2010 		2011	2012	2013
	Progr	nal Revenues ram Income (County) nd Match (County))					
	NET	TFISCAL IMPACT	ksee t	pelon	1			
		DDITIONAL FTE SITIONS (Cumulative	»)				National designation of the Control	:
	is iter	n Included in Currer	nt Budget?	÷	Yes_	X No	-	
	Budg	et Account No.:	Fund _1300	_ Dept_	440_	Unit_4244_	Object_340	1_
,	В.	Recommended Sou	arces of Fu	nds/Sun	nmary	y of Fiscal I	mpact:	
*	These redee balan undet	e agreements will res med. However, the voce of funds allocate ermined at this time.	ult in the C vouchers be ed to this	ounty fu ing issue program	inding ed/red n and	up to \$50. deemed are d therefore,	00 per voud limited to the the fiscal	cher that is e available impact is
	C.	Departmental Fisca	ıl Review: ַ	, , , , , , , , , , , , , , , , , , ,	***		· · · · · · · · · · · · · · · · · · ·	_
		III. REVIEW COMM	<u>ENTS</u>					
	A.	OFMB Fiscal and/o	r Contract I	Dev. and	l Con	trol Comme	ents:	
		Afwelly FigligofMB	<u>1. 10.29.</u> 0	<u>08</u> 1/38/08	To Contract of the Contract of	Contract De	v: and Cont	trol
	В.	Legal Sufficiency:			/`	This item c County pol	omplies with cu	rrent
		Shan Buu Assistant County	www.ll- Attorney	3-08				
	C.	Other Department F	Review:					
		Department I	Director					

INDEPENDENT CONTRACTOR AGREEMENT FOR SWIMMING LESSONS

This Agreement is made as of the 18 day of 1014, 2008, 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 The Young Men's Christian Association of the Palm Beaches, Inc., an entity authorized to do business in the State of Florida and whose Federal I.D. Number is 59-0624470 (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY, through its Drowning Prevention Coalition's ("DPC") Learn to Swim Program, distributes vouchers to the public which may be redeemed for swimming lessons at designated aquatic facilities within Palm Beach County; and

WHEREAS, the parties desire to enter into this Agreement for CONTRACTOR to provide swimming lessons as part of the DPC Learn to Swim Program, and to define the parties' responsibilities relating thereto.

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

ARTICLE 1 - SERVICES

CONTRACTOR shall offer and provide swimming lesson classes to individuals who present vouchers issued by the DPC Learn to Swim Program. Each class to be offered and provided shall consist of a series of at least six swimming lessons and shall be as identified in **Exhibit A**, attached hereto and incorporated herein. Exhibit A shall set forth the name, type, swimming level, dates, location, minimum participation requirements, if any, and CONTRACTOR'S usual and customary fee for each class. CONTRACTOR shall not charge voucher holders for any swim class for which CONTRACTOR'S usual and customary fee is \$50.00 or less. If CONTRACTOR'S usual and customary fee for a swim class is more than \$50.00, then the maximum fee that CONTRACTOR may charge voucher holders for said class is its usual and customary fee, minus \$50.00. Said classes may be open to the public and are not restricted to voucher holders.

The swimming lesson classes shall be provided at CONTRACTOR'S aquatic facility. CONTRACTOR agrees to provide and maintain its facility in a safe, clean and hygienic manner and in accordance with all safety and health standards and all other applicable laws and regulations. CONTRACTOR agrees to provide and maintain in proper working order all equipment necessary to provide and maintain the services and facility as provided herein. CONTRACTOR represents and warrants that its aquatic facility is in compliance, and shall continue to be in compliance, with Section 514.031, Florida Statutes, all applicable rules and requirements of the State and County Health Departments, and all other applicable laws, rules and regulations. Prior to execution of this Agreement, CONTRACTOR must provide to COUNTY copies of the facility's current operating permit and most current inspection report, which must evidence a satisfactory inspection.

CONTRACTOR shall perform the services set forth herein in accordance with all applicable laws, rules and regulations, and in a competent, professional, safe and responsible manner with full regard for the safety of the participants. CONTRACTOR agrees and warrants that all swimming instructors utilized by CONTRACTOR to provide lessons hereunder shall be certified as required by Section 514.071, Florida Statutes, and any other applicable laws, rules and regulations. CONTRACTOR shall provide proof of such certifications to COUNTY'S representative upon request. CONTRACTOR represents and warrants that it has in place, and shall continue to maintain, a drug-free workplace policy.

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on October 1, 2008 and shall remain in effect until September 30, 2009.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. For swimming classes provided by CONTRACTOR in exchange for DPC Learn to Swim Program vouchers, COUNTY shall pay CONTRACTOR its usual and customary fee per class as set forth in **Exhibit A** hereto, up to a maximum of \$50.00 per class series provided to a voucher holder. As provided in Resolution No. R-2005-1906, the total payments to all swimming lesson providers utilized in the DPC Learn to Swim Program for each fiscal year shall not exceed the amount budgeted by COUNTY for this purpose for said fiscal year.
- B. CONTRACTOR shall invoice COUNTY monthly based on the number of swimming lesson classes provided hereunder. Invoices shall include a list of the names and contact information of students to whom lessons were actually provided, the name, dates, and times of the classes provided, and any other documentation deemed necessary by COUNTY to verify that services have been rendered in conformity with this Agreement and any applicable DPC Learn to Swim Program criteria, policies and procedures.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR with or without cause and without penalty, damages or recourse against COUNTY. CONTRACTOR may terminate this Agreement upon thirty days (30) days' prior written notice to the COUNTY.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder 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 and permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

CONTRACTOR may not, without written approval of COUNTY, subcontract any rights, responsibilities or obligations under this Agreement.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners and subject to the provisions of Palm Beach County Resolution No. R-2005-1906.

ARTICLE 10 - INSURANCE

- A. CONTRACTOR shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.
- B. <u>Commercial General Liability</u> CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONTRACTOR shall provide this coverage on a primary basis.
- C. <u>Worker's Compensation Insurance & Employers Liability</u> CONTRACTOR shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONTRACTOR shall provide this coverage on a primary basis.
- D. <u>Additional Insured</u> CONTRACTOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "<u>Palm Beach County Board of County Commissioners</u>, a <u>Political Subdivision of the State of Florida</u>, its <u>Officers</u>, <u>Employees and Agents</u>." CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.
- E. <u>Waiver of Subrogation</u> CONTRACTOR hereby waives any and all rights of Subrogation against COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a preloss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- F. <u>Certificate(s) of Insurance</u> Prior to execution of this Agreement, CONTRACTOR shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

G. Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold harmless COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of CONTRACTOR, including but not limited to claims of negligent maintenance, negligent instruction or negligent supervision.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

Neither party shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgement or

quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 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, judgement, 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.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the COUNTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written

consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - 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.

ARTICLE 24- 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 contractors 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).

<u>ARTICLE 25 – PUBLIC RECORDS</u>

CONTRACTOR shall comply with Florida's Public Records Law with regard to any documents or other records relating to this Agreement.

ARTICLE 26 - SURVIVABILITY

Any covenant, agreement, representation, warranty or other provision of this Agreement that is of a continuing nature or which by its language or its nature imposes an obligation that extends beyond the term of this Agreement, including but not limited to representations relating to indemnification and the disclosure or ownership of documents, shall survive the expiration or early termination of this Agreement and the consummation of the transactions contemplated hereunder.

ARTICLE 27 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Fire-Rescue 50 South Military Trail, Suite 101 West Palm Beach, FL 33415

Attn: Fire-Rescue Administrator

If sent to the CONTRACTOR, notices shall be addressed to:

YMCA of the Palm Beaches – Edwin Brown Branch 2085 South Congress Ave. West Palm Beach, FL 33406

Attn: Elaine Littlejohn, Aquatic Director

ARTICLE 28 - 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 unless agreed to in writing by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

The remainder of this page left blank intentionally

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY, and CONTRACTOR has hereunto set its hand the day and year above written.

WITNESS:	PALM BEACH COUNTY, FLORIDA, BY
	ITS BOARD OF COUNTY COMMISSIONERS:
Laura alkan	By: Herman Drice
Signature	Herman W. Brice, Fire-Rescue Administrator,
,	through Robert Weisman, County Administrator
LAURA A CHAN	
Name (type or print)	
APPROVED AS TO FORM	APPROVED AS TO TERMS
AND LEGAL SUFFICIENCY	AND CONDITIONS
a Day During	011 500
County Attorney	By Fire-Rescue
County Attorney	rife-Rescue
WITNESS:	CONTRACTOR:
6111.4	The Young Men's Christian Association of the Palm Beaches, Inc.
Matter	
Signature	Typed Company Name
Elaine LittleJohn	Jungon m.
Name (type or print)	Signature and Title
	Russell T. Martin, President/CEO
	Trued Name and Title
WITNESS:	Typed Name and Title
Can la anderon	
Signature	
A DU S DUX CO	(corp. seal)
Name (tyme or print)	
Name (type or print)	

YMCA of the Palm Beaches Swim Lessons

2085 South Congress Avenue West Palm Beach, FL 33406 561.968.9622

All swim lessons will be \$50.00. Swim Lessons sessions are 1 month in length and are held twice a week (each lesson being 30 minutes in length) or on Saturdays (each lesson being 45 minutes in length in order to fulfill the minimum class requirements of 6 classes). Swim Lesson schedules change monthly depending on enrollment. Please see Exhibit A.

Swim Lesson Levels and Descriptions

PARENT / TOT AND PRE-SCHOOL LEVELS (Max 10 students)

(For children 6 months - 5 years of age)

Each skill level builds upon the preceding level, covering all strokes, diving fundamentals and safety skills:

SHRIMP - PERCH (6 mos. - 36 mos.)

Parent and child work together to provide the child with a positive first experience in the water. Fundamental skills will be introduced through songs, games and activities. This level will prepare the child for group lessons without a parent or guardian.

PIKE (Max 6 students)

At this level, children attend classes without their parents in the water. It helps build confidence, develop safe behavior and water adjustment. It focuses on teaching basic paddle stroke, kicking skills, pool safety and increasing comfortability putting face in the water while blowing bubbles.

EEL (Max 6 students)

A little more advanced than PIKE, this level is for children who can put their face in the water with more ease. They are taught to flutter kick, surface dive, and float while continuing stroke development. Children are able to swim the width of the pool at the end of this level.

RAY (Max 6 students)

Children review previous skills while improving stroke development, build endurance swimming on their front and back, learn to tread water and perform more progressive diving skills. Children are able to swim across the pool on their front and back at the end of this level.

STARFISH (Max 6 students)

Children continue to develop endurance, refine stroke mechanics, improve their floating skills, and review aquatic and boating safety. They are also introduced to underwater swimming skills. By the end of this level, children are able to swim the length of the pool on their fronts and backs

PROGRESSIVE LEVELS

(For children 6 – 11 years of age)

Each skill level builds upon the preceding level, covering all strokes, diving fundamentals and safety skills:

POLLIWOG (Max 6 students)

This level is the school – aged child's first experience in a structured swim lesson class. In this class, the child gets acquainted with the pool, floatation devices, floating and getting their heads wet. By the end of

this level, they should know the front paddle stroke, back and side strokes and some synchronized swimming. Wetball movements are also introduced, which leads up to water polo strategies.

GUPPY (Max 6 students)

Children continue to practice and build upon basic skills without aid of floatation devices. They are introduced to front and back crawl, sidestroke, breaststroke and elementary backstroke. More synchronized swimming and wetball skills are taught. Diving skills are being taught as well.

MINNOW (Max 6 students)

Children further refine the lead strokes they have learned previously. They continue to learn synchronized swimming with more advanced features, wetball strategies, boating safety and enhanced diving skills.

FISH (Max 8 students)

Students learn to perform all strokes with the appropriate flip-turns. The butterfly stoke is introduced along with the use of masks and fins. Diving skills are refined and stroke mechanics are focused on a bit more here.

FLYING FISH (Max 8 students)

Students continue to improve their strokes with starts and turns. They are introduced to the snorkel, while improving on diving variations. Opportunities are provided for further work on synchronized swimming and water polo basics. Aquatic safety skills introduced are rescue breathing, reach-and-throw methods, and advanced boating safety techniques.

SHARK (Max 8 students)

The students continue to build endurance with stroke development, starts and turns. This level prepares children who are interested in joining the YMCA SWIM TEAM. They are introduced to inverted breaststroke, the trudge stroke and overarm sidestroke. JR Lifeguard skills are also taught for those interested in furthering their aquatic knowledge.

ADULT LESSONS (Max 10 students)

Adult lessons build endurance with stroke development, starts and turns. Each participant's technique is developed depending on prior knowledge and skill level.

SAFE START INFANT SURVIVAL LESSONS

Safe Start Infant Survival Lessons are taught in two consecutive sessions of three weeks each. Lessons meet Monday – Friday for 10 minutes each day. The lessons are taught using the Harvey Barnett Technique from ISR with a 1:1 student/instructor ratio. Participants need to pay a \$50.00 nonrefundable medical deposit and \$180.00 per session. Students must take both sessions. Each \$50 DPC Buck that is presented at the time of registration will go towards the total fee for the program.

^{***}All dates and times of classes are subject to change due to inclement weather and staffing.***

EXHIBIT A

2008 October

Monday/Wednesday

		·
4:00		
	Robyn	
	Polliwog	
4:30		
	Robyn	
	Pike	
5:00		
•	Robyn	
	Guppy	
5:30		
		:

Tuesday/Thursday

	Steven	
4:00	Polliwog	
	Jessica	
	Pike	
	Steven	
4:30	Eel	
	Jessica	
	Minnow	
	Steven	
5:00	Pike	
	Jessica	
	Fish	
5:30		

Saturday

el	<u></u>	
9:30	Cindy	
9:30	Pike	
	Steven	
10:00	Polliwog	
	Cindy	
	Guppy	
,	Steven	
10:45	Pike	
	Cindy	
	Eel	
	Steven	
11:30	Parent/Tot	
	Cindy	
	Polliwog	
	Cindy	•
12:15	Adult	
	Steven	
	Ray	

Weekend classes must be 45 minutes long

No Autism Classes

Progress Reports passed out on last day of class

3-5 year olds	6-11 year olds	Misc Classes
Pike/ Level 1 6	Polliwog/ Level 1 6	Parent / Tot 10
Eel/Level 2 6	Guppy/ Level 2 6	Adult 10
Ray/ Level 3 6	Minnow/ Level 3 6	
Starfish/ Level 4 6	Fish/ Level 4 8	
	Flying Fish / Shark/ Level 5 8	<u> </u>

M/W	Oct. 6-29	
T/Th	Oct. 7-30	
Sat	Oct. 4-25	

2008 November

Monday/Wednesday

		·
4:00		
	Robyn	
	Polliwog	
4:30		
	Robyn	
·	Pike	
5:00		
	Robyn	·
	Guppy	·
5:30		

Tuesday/Thursday

		7
1	Steven	-
4:00	Polliwog	
	Jessica	
	Pike	
	Steven	
4:30	Eel	
l	Jessica	
	Minnow	
	Steven	
5:00	Pike	
	Jessica	
	Fish	
5:30		
.]		

Saturday

U	<u></u>	
15	Cindy	
9:30	Pike	
	Steven	
10:00	Polliwog	
	Cindy	
	Guppy	
	Steven	
10:45	Pike	
	Cindy	
	Eel	
	Steven	
11:30	Parent/Tot	
	Cindy	
	Polliwog	
	Cindy	
12:15	Adult	
	Steven	
	Ray	

Weekend classes must be 45 minutes long
No Autism Classes
Progress Reports passed out on last day of class

3-5 year olds	6-11 year olds	Misc Classes
Pike/ Level 1 6	Polliwog/ Level 1 6	Parent / Tot 10
Eel/ Level 2 6	Guppy/ Level 2 6	Adult 10
Ray/ Level 3 6	Minnow/ Level 3 6	
Starfish/ Level 4 6	Fish/ Level 4 8	
	Flying Fish / Shark/ Level 5 8	·

M/W	Nov. 3-26
T/Th	Nov. 4- Dec. 2
Sat	Nov. 1-22

2008 December

Monday/Wednesday

4:00		-
	Robyn	
	Polliwog	
4:30		
	Robyn	
	Pike	
5:00		
	Robyn	
************	Guppy	
5:30		

Tuesday/Thursday

	Steven	
4:00	Polliwog	
	Jessica	
	Pike	
	Steven	
4:30	Eel	
	Jessica	
	Minnow	
	Steven	
5:00	Pike	
	Jessica	
	Fish	
5:30		
·	į.	

Saturday

- 4	<u> </u>	
15	Cindy	
9:30	Pike	
	Steven	
10:00	Polliwog	
	Cindy	
	Guppy	
	Steven	
10:45	Pike	
	Cindy	
	Eel	
	Steven	
11:30	Parent/Tot	
	Cindy	
	Polliwog	
	Cindy	
12:15	Adult	
	Steven	-
-:	Ray	

Weekend classes must be 45 minutes long
No Autism Classes

Progress Reports passed out on last day of class

3-5 year olds	6-11 year olds	Misc Classes
Pike/ Level 1 6	Polliwog/ Level 1 6	Parent / Tot 10
Eel/ Level 2 6	Guppy/ Level 2 6	Adult 10
Ray/ Level 3 6	Minnow/ Level 3 6	
Starfish/ Level 4 6	Fish/ Level 4 8	
	Flying Fish / Shark/ Level 5 8	

Dat	DCC. 0-27
Sat	Dec. 6-27
T/Th	Dec. 4-31
M/W	Dec 3-29

2009 January

Monday/Wednesday

4:00	Robyn Pike	
4:30	Robyn Guppy	
5:00	Robyn Polliwog	
5:30		

Tuesday/Thursday

	Steven	
4:00	Polliwog	
	Cindy	
	Eel	
	Steven	
4:30	Minnow	
	Cindy	
	Pike	
	Steven	
5:00	Guppy	
	Cindy	
	Fish	

M/W	Jan. 5-28	
T/Th	Jan. 6-29	
Sat	Jan. 10-31	

Weekend classes must be 45 minutes long No Autism Classes

Last day of class is Family Day (see memo)

3-5 year olds	6-11 year olds	Misc Classes
Pike 6	Polliwog 6	Parent / Tot 10
Eel 6	Guppy 6	Autism 2
Ray 6	Minnow 6	Adult 10
Starfish 6	Fish 8	
	Flying Fish / Shark 8	

	Robyn	
9:15	Pike	
	Lori	,
10:00	Polliwog	
	Robyn	
·	Pike	
	Robyn	
10:45	Pike	
	Lori	
:	Guppy	
	Lori	
11:30	Minnow	e .
	Robyn	
	Parent/Tot	,
	Lori	
12:15	Adult	
	Robbie	-
	Ray	

2009 February

Monday/Wednesday

4:00	Robyn Minnow	
4:30	Robyn Guppy	
5:00	Robyn Polliwog	
5:30		

Tuesday/Thursday

4:00	<i>Jessica</i> Pike	
4:30	<i>Jessica</i> Eel	
5:00	Jessica Fish	

M/W	Feb. 2-25	
T/Th	Feb. 3-26	
Sat	Feb. 7-28	

Weekend classes must be 45 minutes long
No Autism Classes
Last day of class is Family Day (see memo)

3-5 year olds	6-11 year olds	Misc Classes
Pike 6	Polliwog 6	Parent / Tot 10
Eel 6	Guppy 6	Autism 2
Ray 6	Minnow 6	Adult 10
Starfish 6	Fish 8	
	Flying Fish / Shark 8	

	Robyn	
9:15	Pike	
	Lori	
10:00	Polliwog	
	Robyn	
	Pike	
	Robyn	
10:45	Pike	
	Lori	
	Guppy	
	Lori	
11:30	Minnow	
	Robyn	
	Parent/Tot	
	Lori	
12:15	Adult	- ,
	Robyn	
	Ray	

2009 March

Monday/Wednesday

	Steven	
4:00	Minnow	
		,
	Steven	
4:30	Guppy	
	Steven	·
5:00	Eel	
	Steven	
5:30	Polliwog	
	1	
······································		<u> </u>

Tuesday/Thursday

	Jessica	
4:00	Polliwog	
	Jessica	
4:30	Pike	
	-	
	Jessica	
5:00	Fish	

M/W	March 2-25	
T/Th	March 3-26	
Sat	March 7-28	·

Weekend classes must be 45 minutes long
No Autism Classes
Last day of class is Family Day (see memo)

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3-5 year olds	6-11 year olds	Misc Classes
Pike 6	Polliwog 6	Parent / Tot 10
Eel 6	Guppy 6	Autism 2
Ray 6	Minnow 6	Adult 10
Starfish 6	Fish 8	
	Flying Fish / Shark 8	

Robyn	
Pike	
Lori	
Polliwog	
Robyn	
Pike	
Lori	
Pike	
Robyn	
Guppy	
Lori	
Minnow	
Robyn	
Parent/Tot	
Lori	·
Adult	
Robyn	
Polliwog	
	Pike Lori Polliwog Robyn Pike Lori Pike Robyn Guppy Lori Minnow Robyn Parent/Tot Lori Adult Robyn

2009 April

Monday/Wednesday

	Steven	
4:00		
4:00	Minnow	
	Cindy	
	Pike	
	Steven	
4:30	Guppy	
	Cindy	
	Polliwog	
	Steven	
5:00	Eel	· .
	Cindy	
	Polliwog	
5:30		
		L

Tuesday/Thursday

4:30	<i>Jessica</i> Pike	
5:00	<i>Jessica</i> Pike	
5:30	<i>Jessica</i> Fish	

M/W	April 6-29	
T/Th	April 7-30	
Sat	April 4-25	

Weekend classes must be 45 minutes long No Autism Classes

Last day of class is Family Day (see memo)

3-5 year olds	6-11 year olds	Misc Classes
Pike 6	Polliwog 6	Parent / Tot 10
Eel 6	Guppy 6	Autism 2
Ray 6	Minnow 6	Adult 10
Starfish 6	Fish 8	
	Flying Fish / Shark 8	

	Lori	
9:15	Pike	
	Lori	
10:00	Polliwog	
	Robyn	
	Pike	
	Lori	
10:45	Pike	
	Robyn	
	Guppy	
	Lori	
11:30	Minnow	
	Robyn	
	Parent/Tot	·
	Lori	
12:15	Adult	
	Robyn	
	Ray	

2009 May

Monday/Wednesday

4:00	Angela Minnow	
4:30	Angela Pike	
5:15	Angela Eel	
5:45		

Tuesday/Thursday

	Ida	
4:30	Polliwog	
	Jessica	
	Pike	
	Ida	
5:00	Minnow	
	Jessica	
	Guppy	
	Ida	
5:30	Polliwog	
	Jessica	
	Fish	

M/W	May 4-27	
T/Th	May 5-28	
Sat	May 9-30	

Weekend classes must be 45 minutes long
No Autism Classes

Progress Reports passed out on last day of class

3-5 year olds	6-11 year olds	Misc Classes	
Pike 6	Polliwog 6	Parent / Tot 10	
Eel 6	Guppy 6	Adult 10	
Ray 6	Minnow 6		
Starfish 6	Fish 8		I
	Flying Fish / Shark 8		

1	Lori	
9:15	Pike	
	Lori	
10:00	Polliwog	
i 	Ida	
	Pike	
	Lori	
10:45	Pike	
	Ida	
	Guppy	
	Lori	
11:30	Polliwog	
	Ida	
	Parent/Tot	
	Lori	
12:15	Adult	
	Ida	
	Ray	
	Ray	

2009 June

Monday/Wednesday

4:00	Angela Minnow	
4:30	Angela Pike	
5:00	Angela Eel	
5:30	Angela Polliwog	

Tuesday/Thursday

	Ida	
4:00	Polliwog	
	Jessica	
٠	Pike	
	Ida	
4:30	Minnow	
	Jessica	
	Guppy	
	Ida	
5:00	Polliwog	
	Jessica	
	Fish	
	Ida	
5:30	Pike	
	Jessica	
	Guppy	·

Saturday

	Lori	·
9:15	Pike	
	Lori	
10:00	Polliwog	
		·
	Lori	
10:45	Pike	
, ,		
		-
	Lori	
11:30	Parent/Tot	
	Lori	
12:15	Adult	
		_
	<u>'</u>	<u> </u>

Weekend classes must be 45 minutes long
No Autism Classes

Progress Reports passed out on last day of class

3-5 year olds	6-11 year olds	Misc Classes
Pike 6	Polliwog 6	Parent / Tot 10
Eel 6	Guppy 6	Adult 10
Ray 6	Minnow 6	
Starfish 6	Fish 8	
	Flying Fish / Shark 8	

M/W	June 1-24
T/Th	June 2-25
Sat	June 6-27

2009 July

Monday/Wednesday

	Lori	
4:00	Minnow	
	Robyn	
	Polliwog	
	Lori	
4:30	Pike	
	Robyn	
	Pike	
	Lori	
5:00	Eel	
	Robyn	
	Guppy	
5:30		

Tuesday/Thursday

	Ida	
4:00	Polliwog	
	Steven	
	Pike	
	Ida	
4:30	Minnow	
	Steven	
	Guppy	·
	Ida	
5:00	Fish	
	Steven	
	Polliwog	·
	Ida	
5:30	Pike	
	Steven	
	Polliwog	

Saturday

9:15	Lori Pike Lori Polliwog	·
10.00	<i>Lori</i> Polliwog	<u> </u>
10:00	Polliwog	
10:00		
1	T.1	
	Ida	
	Guppy	·
	Lori	
10:45	Pike	
	Ida	
	Eel	
	Lori	
11:30 P	arent/Tot	
	Ida	
	Polliwog	
	Lori	
12:15	Adult	
	Ida	
	Ray	

Weekend classes must be 45 minutes long No Autism Classes

Progress Reports passed out on last day of class

3-5 year olds	6-11 year olds	Misc Classes
Pike 6	Polliwog 6	Parent / Tot 10
Eel 6	Guppy 6	Adult 10
Ray 6	Minnow 6	
Starfish 6	Fish 8	
	Flying Fish / Shark 8	•

M/W	July 6-29	
T/Th	July 7-30	
Sat	July 11- Aug. 1	

2009 August

Monday/Wednesday

Steven	
Minnow	
Robyn	
Polliwog	
Steven	
Pike	·
Robyn	
Pike	
Steven	
Eel	
Robyn	
Guppy	
	Minnow Robyn Polliwog Steven Pike Robyn Pike Steven Eel Robyn

Tuesday/Thursday

	Ida	
4:00	Polliwog	
	Jessica	
	Pike	
	Ida	
4:30	Guppy	
	Jessica	
	Minnow	
	Ida	
5:00	Polliwog	
	Jessica	
	Fish	
	Ida	
5:30	Polliwog	
	Jessica	
	Pike	

Saturday

Lori	
Pike	
Lori	
Polliwog	
Ida	
Guppy	
Lori	
Pike	
Ida	
Eel	
Lori	
Parent/Tot	
Ida	
Polliwog	
Lori	
Adult	
Ida	
Ray	
	Pike Lori Polliwog Ida Guppy Lori Pike Ida Eel Lori Parent/Tot Ida Polliwog Lori Adult Ida

Weekend classes must be 45 minutes long
No Autism Classes
Progress Reports passed out on last day of class

3-5 year olds	6-11 year olds	Misc Classes	
Pike/ Level 1 6	Polliwog/ Level 1 6	Parent / Tot 10	
Eel/ Level 2 6	Guppy/ Level 2 6	Adult 10	
Ray/Level 3 6	Minnow/ Level 3 6		
Starfish/ Level 4 6	Fish/ Level 4 8		
· 	Flying Fish / Shark/ Level 5 8		

M/W	August 3-26
T/Th	August 4-27
Sat	August 8-29

2009 September

Monday/Wednesday

4:00	,	
	Robyn	
	Polliwog	
4:30		
	Robyn	
·	Pike	
5:00		
	Robyn	
	Guppy	
5:30	:·	

Tuesday/Thursday

	Steven	
4:00	Polliwog	
	Jessica	
	Pike	
·	Steven	
4:30	Eel	
	Jessica	
	Minnow	
	Steven	
5:00	Pike	
	Jessica	
	Fish	
5:30		
]

Saturday

Steven	
Pike	
Steven	
Polliwog	
Robyn	
Guppy	
Steven	
Pike	
Robyn	
Eel	
Robyn	
Parent/Tot	
Steven	
Polliwog	
Robyn	
Adult	
Steven	
Ray	
	Pike Steven Polliwog Robyn Guppy Steven Pike Robyn Eel Robyn Parent/Tot Steven Polliwog Robyn Adult Steven

Weekend classes must be 45 minutes long
No Autism Classes

Progress Reports passed out on last day of class

3-5 year olds	6-11 year olds	Misc Classes
Pike/ Level 1 6	Polliwog/ Level 1 6	Parent / Tot 10
Eel/ Level 2 6	Guppy/ Level 2 6	Adult 10
Ray/Level 3 6	Minnow/ Level 3 6	
Starfish/ Level 4 6	Fish/ Level 4 8	
	Flying Fish / Shark/ Level 5 8	

M/W	Sept. 2-28	
T/Th	Sept. 1-24	
Sat	Sept. 5-26	