

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: March 17, 2009 Consent Regular
Department Workshop Public Hearing

Submitted For: FIRE RESCUE

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I. EXECUTIVE BRIEF

Motion and Title:

Staff recommends motion to receive and file three (3) original standard agreements for the Fire Rescue Department:

- A) Interlocal Agreement for Swimming Lessons with the City of West Palm Beach; and
- B) Interlocal Agreement for Swimming Lessons with the City of Delray Beach; and
- C) Interlocal Agreement for Swimming Lessons with the City of Palm Beach Gardens.

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, three (3) standard County agreements that have been executed by the County Administrator, or his designee (the Fire Rescue Administrator) are being submitted as a receive and file agenda item for the Clerk's Office to note and receive.
Countywide (PK)

Background and Policy Issues:

Countywide PPM CW-O-51 requires the initiating Department to submit the fully executed standard agreements as a Receive and File agenda item for the Clerk's Office to note and receive said item(s).

Attachments:

1. Interlocal Agreement for Swimming Lessons with the City of West Palm Beach
2. Interlocal Agreement for Swimming Lessons with the City of Delray Beach
3. Interlocal Agreement for Swimming Lessons with the City of Palm Beach Gardens

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Recommended By: [Signature] 2-10-09
Deputy Chief Date

Approved By: [Signature] 2-13-09
Fire-Rescue Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 1300 Dept 440 Unit 4244 Object 3401


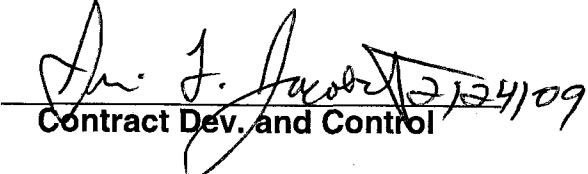
B. Recommended Sources of Funds/Summary of Fiscal Impact:

These agreements will result in the County funding up to \$50.00 per voucher that is redeemed. However, the vouchers being issued/redeemed are limited to the available balance of funds allocated to this program and therefore, the fiscal impact is undetermined at this time.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

<p><u></u> 2/23/09 OFMB CW 2/18/09</p>	<p><u></u> 2/24/09 Contract Dev. and Control</p>
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B. Legal Sufficiency:

This item complies with current County policies.

 2/24/09
Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

Res 399-08

**INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 2nd day of January, 2009, 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 City of West Palm Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter referred to as "MUNICIPALITY").

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 MUNICIPALITY to provide swimming lessons as part of the DPC Learn to Swim Program, and to define the parties' responsibilities relating thereto.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

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

ARTICLE 1 - SERVICES

MUNICIPALITY 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 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 MUNICIPALITY's usual and customary fee for each class. MUNICIPALITY shall not charge voucher holders for any swim class for which MUNICIPALITY's usual and customary fee is \$50.00 or less. If MUNICIPALITY's usual and customary fee for a swim class is more than \$50.00, then the maximum fee that MUNICIPALITY 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 MUNICIPALITY'S aquatic facility. MUNICIPALITY 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. MUNICIPALITY agrees to provide and maintain in proper working order all equipment necessary to provide and maintain the services and facility as provided herein. MUNICIPALITY 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, MUNICIPALITY must provide to COUNTY copies of the facility's current operating permit and most current inspection report, which must evidence a satisfactory inspection.

MUNICIPALITY 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. MUNICIPALITY agrees and warrants that all swimming instructors utilized by MUNICIPALITY to provide lessons hereunder shall be certified as required by Section 514.071, Florida Statutes, and any other applicable laws, rules and regulations. MUNICIPALITY shall provide proof of such certifications to COUNTY'S representative upon request. MUNICIPALITY 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 MUNICIPALITY

- A. For swimming classes provided by MUNICIPALITY in exchange for DPC Learn to Swim Program vouchers, COUNTY shall pay MUNICIPALITY 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. MUNICIPALITY 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 - TERMINATION

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

ARTICLE 5 - PERSONNEL

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

ARTICLE 6 - SUBCONTRACTING

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

ARTICLE 7 - 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. The MUNICIPALITY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by its governing body.

ARTICLE 8 - INSURANCE

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, MUNICIPALITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event MUNICIPALITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, MUNICIPALITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

MUNICIPALITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

When requested, MUNICIPALITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Agreement.

ARTICLE 9 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and MUNICIPALITY shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of MUNICIPALITY'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 10 - 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 11 - 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 12 - CONFLICT OF INTEREST

The MUNICIPALITY 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 MUNICIPALITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The MUNICIPALITY 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 MUNICIPALITY 'S judgment 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 MUNICIPALITY 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 MUNICIPALITY. The COUNTY agrees to notify the MUNICIPALITY of its opinion by certified mail within thirty (30) days of receipt of notification by the MUNICIPALITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MUNICIPALITY, the COUNTY shall so state in the notification and the MUNICIPALITY 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 MUNICIPALITY under the terms of this Agreement.

ARTICLE 13 - EXCUSABLE DELAYS

MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY '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 14 - ARREARS

The MUNICIPALITY 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 MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 15 - PUBLIC RECORDS

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

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The MUNICIPALITY 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 MUNICIPALITY 'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its

employees perform the work, and in all respects the MUNICIPALITY'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 MUNICIPALITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

The MUNICIPALITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPALITY 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 MUNICIPALITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - ACCESS AND AUDITS

The MUNICIPALITY 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 MUNICIPALITY 'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The MUNICIPALITY 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 20 - AUTHORITY TO PRACTICE

The MUNICIPALITY 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 21 - 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 22 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY 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).

ARTICLE 23 - 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 24 - 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 MUNICIPALITY, notices shall be addressed to:

City of West Palm Beach
Department of Parks and Recreation
1100 Southern Boulevard
West Palm Beach, FL 33405
Attn: Christine Thrower

ARTICLE 25 - FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY 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.

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 MUNICIPALITY has hereunto set its hand the day and year above written.

WITNESS

Martha Golden
Signature

Martha Golden
Name (type or Print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Shawn Burrows
County Attorney

ATTEST:

By: [Signature]
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
City Attorney

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

By: Herman Brice
Herman W. Brice, Fire-Rescue Administrator,
through Robert Weisman, County Administrator

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Palm Beach County Fire-Rescue

CITY OF WEST PALM BEACH, FLORIDA

By: [Signature]
Lois J. Frankel, Mayor

EXHIBIT "A"



Warren Hawkins Aquatic Center at Gaines Park
1501 N. Australian Ave.
West Palm Beach, FL 33401
561-804-4961 phone
561-835-7104 fax

EXHIBIT "A"

Learn to Swim Classes

The best thing anyone can do to stay safe in and around the water is to learn to swim. Drowning remains the second-leading cause of injury-related death for children ages 1 to 14 years.

** All class times and dates are subject to change depending on weather, class enrollment or the addition special scheduled classes.

Infants and Preschoolers:

Instructors use play as a basic form of learning providing a fun environment in the water. Hands on parental involvement is instrumental in the learning process to reinforce your child's development of water skills.

Level A

6 months through 2 years old that have no water experience of one previous session of a water adjustment session.

Level B

18 months through 5 years old who submerge in the water reluctantly or not at all OR are up to 5 years old and have no previous water experience.

Youth Swimming Program

Participant must be 5 years of age to begin the following learn to swim levels. In order to move to the next level the participants must successfully complete the previous level or be able to demonstrate all the completion requirements. Parents need to remember that unless a child is practicing skills learned in a class they may lose their proficiency to demonstrate required skills. Please do not place your child in a higher level course unless they have been practicing the required skills. If you are unsure of the proper level, please contact us for a free assessment of your child's skills.

Level 1 – Introduction to Water Skills

Welcome to the world of swimming. We will increase students comfort in and around the water with socialization techniques and creative water play.

Level 2 – Fundamental Aquatic Skills

By teaching floating without support and learning beginning arm and leg actions in this class, our skilled instructors are laying the foundation for your child to become water safe.

Level 3 – Stroke Development

By providing additional guided instruction and practice, your child will learn to coordinate the front and back crawl and be introduced to skills to help others.

Level 4 – Stroke Improvement

Breaststroke, butterfly, elementary backstroke and care for a choking victim are among the skills introduced during this course.



Warren Hawkins Aquatic Center at Gaines Park
1501 N. Australian Ave.
West Palm Beach, FL 33401
561-804-4961 phone
561-835-7104 fax

Level 5 – Stroke Refinement

Coordination and refinement of strokes are the primary focus of this course. Life safety skills such as survival swimming and rescue breathing are introduced and practiced.

Level 6 – Personal Water Safety

Learn all the skills associated with being safe in and around the water.

Level 6 - Fitness Swimmer

Want to swim for fitness or join our swim team, this course is great for your child.

Level 6 – Lifeguard Readiness

Start your dream of becoming a professional rescuer. Basic rescue techniques and safety procedures are introduced. This course is a great way to transition into our Junior Lifeguard program.

Adult Learn to Swim

Level 1

Feeling comfortable and enjoying the water environment is the first step to being water safe. Our instructors will work with you at your pace to ensure your satisfaction.

Level 2

Your on your way to enjoying swimming with this course. Floating without support, recover to standing position and basic movement and rescue skills will be taught at your pace.

Level 3

Whether you are in training for a specific event or training for good health, this course will teach skills so you can enjoy swimming as a lifelong sport.

Weekday Courses

Ages: 6 months - adult
Days: Monday – Thursday/8 classes
Fees: \$25 Resident/2 week session
\$30 Non-resident/2 week session

Saturday Courses

Ages: 6 months - adult
Day: Saturday/8 classes
Fees: \$25 Resident/ 8 week session
\$30 Non-resident/ 8 week session



Warren Hawkins Aquatic Center at Gaines Park
1501 N. Australian Ave.
West Palm Beach, FL 33401
561-804-4961 phone
561-835-7104 fax

Spring 2009

Monday – Thursday Sessions:

March 2 - 12

Level 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm
Level A	5:30 pm – 6:00 pm
Level 3	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level B	6:00 pm – 6:30 pm
Adult 1	6:30 pm – 7:00 pm
Level 3	6:30 pm – 7:00 pm
Level 2	6:30 pm – 7:00 pm

March 15 - 26

Level 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm
Level A	5:30 pm – 6:00 pm
Level 3	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level B	6:00 pm – 6:30 pm
Adult 1	6:30 pm – 7:00 pm
Level 3	6:30 pm – 7:00 pm
Level 2	6:30 pm – 7:00 pm

April 6 – 16

Level 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm
Level A	5:30 pm – 6:00 pm
Level 3	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level B	6:00 pm – 6:30 pm
Adult 1	6:30 pm – 7:00 pm
Level 3	6:30 pm – 7:00 pm
Level 2	6:30 pm – 7:00 pm



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April 27 – May 7

Level 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm
Level A	5:30 pm – 6:00 pm
Level 3	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level B	6:00 pm – 6:30 pm
Adult 1	6:30 pm – 7:00 pm
Level 3	6:30 pm – 7:00 pm
Level 2	6:30 pm – 7:00 pm

May 11 - 21

Level 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm
Level A	5:30 pm – 6:00 pm
Level 3	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level B	6:00 pm – 6:30 pm
Adult 1	6:30 pm – 7:00 pm
Level 3	6:30 pm – 7:00 pm
Level 2	6:30 pm – 7:00 pm
Adult 2	7:00 pm – 7:30 pm
Level 4	7:00 pm – 7:30 pm
Level 3	7:00 pm – 7:30 pm

**Spring 2009
Saturday Session:**

April 4 – May 23

Level 1	11:00 am – 11:30 am
Level A	11:00 am – 11:30 am
Level 3	11:00 am – 11:30 am
Level 2	11:30 am – 12:00 pm
Level B	11:30 am – 12:00 pm
Adult 1	11:30 am – 12:00 pm



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Summer 2009

Monday – Thursday Session:

June 1 - 11

Level 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm
Level A	5:30 pm – 6:00 pm
Level 3	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level B	6:00 pm – 6:30 pm
Adult 1	6:30 pm – 7:00 pm
Level 3	6:30 pm – 7:00 pm
Level 2	6:30 pm – 7:00 pm
Adult 2	7:00 pm – 7:30 pm
Level 4	7:00 pm – 7:30 pm
Level 3	7:00 pm – 7:30 pm

June 22 – July 2

Level 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm
Level A	5:30 pm – 6:00 pm
Level 3	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level B	6:00 pm – 6:30 pm

June 22 – July 2, cont

Adult 1	6:30 pm – 7:00 pm
Level 3	6:30 pm – 7:00 pm
Level 2	6:30 pm – 7:00 pm
Adult 2	7:00 pm – 7:30 pm
Level 4	7:00 pm – 7:30 pm
Level 3	7:00 pm – 7:30 pm



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July 13 - 23

Level 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm
Level A	5:30 pm – 6:00 pm
Level 3	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level B	6:00 pm – 6:30 pm
Adult 1	6:30 pm – 7:00 pm
Level 3	6:30 pm – 7:00 pm
Level 2	6:30 pm – 7:00 pm
Adult 2	7:00 pm – 7:30 pm
Level 4	7:00 pm – 7:30 pm
Level 3	7:00 pm – 7:30 pm

August 3 - 13

Level 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm
Level A	5:30 pm – 6:00 pm
Level 3	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level B	6:00 pm – 6:30 pm
Adult 1	6:30 pm – 7:00 pm
Level 3	6:30 pm – 7:00 pm
Level 2	6:30 pm – 7:00 pm
Adult 2	7:00 pm – 7:30 pm
Level 4	7:00 pm – 7:30 pm
Level 3	7:00 pm – 7:30 pm



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August 3 - 13

Level 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm
Level A	5:30 pm – 6:00 pm
Level 3	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level B	6:00 pm – 6:30 pm
Adult 1	6:30 pm – 7:00 pm
Level 3	6:30 pm – 7:00 pm
Level 2	6:30 pm – 7:00 pm
Adult 2	7:00 pm – 7:30 pm
Level 4	7:00 pm – 7:30 pm
Level 3	7:00 pm – 7:30 pm

August 24 – September 3

Level 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm
Level A	5:30 pm – 6:00 pm
Level 3	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level B	6:00 pm – 6:30 pm
Adult 1	6:30 pm – 7:00 pm
Level 3	6:30 pm – 7:00 pm
Level 2	6:30 pm – 7:00 pm
Adult 2	7:00 pm – 7:30 pm
Level 4	7:00 pm – 7:30 pm
Level 3	7:00 pm – 7:30 pm

**INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 14th day of January, 2009, 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 City of Delray Beach, a Florida municipal corporation located in Palm Beach County, Florida.(hereinafter referred to as "MUNICIPALITY").

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 MUNICIPALITY to provide swimming lessons as part of the DPC Learn to Swim Program, and to define the parties' responsibilities relating thereto.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

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

ARTICLE 1 - SERVICES

MUNICIPALITY 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 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 MUNICIPALITY's usual and customary fee for each class. MUNICIPALITY shall not charge voucher holders for any swim class for which MUNICIPALITY's usual and customary fee is \$50.00 or less. If MUNICIPALITY's usual and customary fee for a swim class is more than \$50.00, then the maximum fee that MUNICIPALITY 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 MUNICIPALITY'S aquatic facility. MUNICIPALITY 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. MUNICIPALITY agrees to provide and maintain in proper working order all equipment necessary to provide and maintain the services and facility as provided herein. MUNICIPALITY 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, MUNICIPALITY must provide to COUNTY copies of the facility's current operating permit and most current inspection report, which must evidence a satisfactory inspection.

MUNICIPALITY 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. MUNICIPALITY agrees and warrants that all swimming instructors utilized by MUNICIPALITY to provide lessons hereunder shall be certified as required by Section 514.071, Florida Statutes, and any other applicable laws, rules and regulations. MUNICIPALITY shall provide proof of such certifications to COUNTY'S representative upon request. MUNICIPALITY 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 MUNICIPALITY

- A. For swimming classes provided by MUNICIPALITY in exchange for DPC Learn to Swim Program vouchers, COUNTY shall pay MUNICIPALITY 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. MUNICIPALITY 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 - TERMINATION

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

ARTICLE 5 - PERSONNEL

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

ARTICLE 6 - SUBCONTRACTING

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

ARTICLE 7 - 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. The MUNICIPALITY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by its governing body.

ARTICLE 8 - INSURANCE

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, MUNICIPALITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event MUNICIPALITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, MUNICIPALITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

MUNICIPALITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

When requested, MUNICIPALITY shall agree to provide an affidavit or Certificate of Insurance

evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Agreement.

ARTICLE 9 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and MUNICIPALITY shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of MUNICIPALITY'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 10 - 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 11 - 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 12 - CONFLICT OF INTEREST

The MUNICIPALITY 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 MUNICIPALITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The MUNICIPALITY 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 MUNICIPALITY 'S judgment 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 MUNICIPALITY 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 MUNICIPALITY. The COUNTY agrees to notify the MUNICIPALITY of its opinion by certified mail within thirty (30) days of receipt of notification by the MUNICIPALITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MUNICIPALITY, the COUNTY shall so state in the notification and the MUNICIPALITY 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 MUNICIPALITY under the terms of this Agreement.

ARTICLE 13 - EXCUSABLE DELAYS

MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY '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 14 - ARREARS

The MUNICIPALITY 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 MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 15 - PUBLIC RECORDS

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

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The MUNICIPALITY 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 MUNICIPALITY 'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the MUNICIPALITY'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 MUNICIPALITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

The MUNICIPALITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPALITY 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 MUNICIPALITY, any fee, commission, percentage, gift , or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - ACCESS AND AUDITS

The MUNICIPALITY 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 MUNICIPALITY 'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The MUNICIPALITY 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 20 - AUTHORITY TO PRACTICE

The MUNICIPALITY 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 21 - 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 22- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY 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).

ARTICLE 23 - 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 24 - 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 MUNICIPALITY, notices shall be addressed to:

City of Delray Beach
Aquatics Operations
1101 NW 2nd Street
Delray Beach, FL 33444
Attn: Nina Salomon, Aquatics Operations Supervisor

ARTICLE 25 - FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY 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.

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 MUNICIPALITY has hereunto set its hand the day and year above written.

WITNESS

Laura A. Chau
Signature
Laura A. Chau
Name (type or Print)

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

By: *Herman W. Brice*
Herman W. Brice, Fire-Rescue Administrator,
through Robert Weisman, County Administrator

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *Sham Berman*
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *R.K. Stenmark*
Palm Beach County Fire-Rescue

ATTEST:

By: *Cherrill D. Nulbin*
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: *Rita Ellis*
Rita Ellis, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: *Terrell Ryb*
City Attorney 11/11/00

EXHIBIT "A"

Aquatics Division

1101 NW 2nd Street
Delray Beach
Florida
33444

Phone
(561) 243 - 7358

Fax
(561) 243 - 7346

E-Mail
salomon@ci.delraybeach.fl.us

On the Web
www.mydelraybeach.com



To: Revised Exhibit "A"
Drowning Prevention Coalition of Palm Beach County

From: Nina Salomon
Aquatics Operations Supervisor

Date: August 06, 2008

Details: 2009 Swim Lesson Courses; Descriptions, Fees; Instructor / Student Ratio

Locations: Delray Beach Aquatics Division
Pompey Park Pool (PP) at 1101 NW 2nd Street Delray Beach, Fl 33444
Delray Swim Club (DSC) at 2350 Jaeger Drive Delray Beach, Fl 33444

Swim lessons Instructed: Fall swim lessons held during the month of October
Session I (10/6/08 - 10/16/08) and Session II (10/20/08 - 10/30/08)

Spring swim lessons held during the month of April
Session I (3/31/09 - 4/10/09) and Session II (4/14/09 - 4/24/09)

Summer lessons held in the months of June and July
Session I (6/2/09 - 6/12/09); Session II (6/16/09 - 6/26/09);
Session III (7/7/09 - 7/17/09) and Session IV (7/21/09 - 7/31/09)

Course: **Parent & Child Aquatics 3-3:30pm PP & DSC**
Developed for children 6 months to 5 years of age, American Red Cross Parent & Child Aquatics builds swimming readiness by emphasizing fun in the water.

Parents and children participate in several guided practice sessions that help children learn elementary skills, including water entry, bubble blowing, front kicking, back floating, underwater exploration and more. Once children can perform basic skills without parental assistance, they may begin Learn-to-Swim courses.
Two weeks course; Tuesday - Friday for 1/2 hour instruction;
\$25.00 per student; one instructor / ten students

Course: **Level I 10-10:30am / 10:30-11am DSC; 3:30-4pm / 4-4:30pm PP (5yrs +)**
Introduction to Water Skills: helps students feel comfortable in the water and to enjoy the water safely.

Two weeks course; Tuesday - Friday for 1/2 hour instruction;
\$25.00 per student; one instructor / six students.

Course: **Level II 10-10:30am / 10:30-11am DSC; 3:30-4pm / 4-4:30pm PP (5yrs +)**
Fundamental Aquatic Skills: gives students success with fundamental skills
Two weeks course; Tuesday - Friday for 1/2 hour instruction;
\$25.00 per student; one instructor / six students

Course: **Level III 3:15-4pm PP & DSC (5 yrs +)**
Stroke Development: builds on the skills in Level 2 by providing additional guided practice.

Two weeks course; Tuesday - Friday for forty-five min. instruction;
\$25.00 per student; one instructor / ten students.


Course: **Young Adult 3:15-4pm PP & DSC (12 yrs - 17 yrs in age)**
Improves various swim skills from Level I, II & III by providing additional guided practice.

Two weeks course; Tuesday - Friday for forty-five min. instruction;
\$25.00 per student; one instructor / ten students.

Course: **Adult 4-4:45pm PP & DSC (18 yrs +)**
Improves various swim skills from Level I, II & III by providing additional guided practice.

Two weeks course; Tuesday - Friday for forty-five min. instruction;
\$25.00 per student; one instructor / ten students.

Swim lesson dates and times may change due to complications with the weather or staffing.


Nina Salomon
Aquatics Operations Supervisor

**INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 5th day of February, 2009, 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 City of Palm Beach Gardens, a Florida municipal corporation located in Palm Beach County, Florida. (hereinafter referred to as "MUNICIPALITY").

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 MUNICIPALITY to provide swimming lessons as part of the DPC Learn to Swim Program, and to define the parties' responsibilities relating thereto.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

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

ARTICLE 1 - SERVICES

MUNICIPALITY 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 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 MUNICIPALITY's usual and customary fee for each class. MUNICIPALITY shall not charge voucher holders for any swim class for which MUNICIPALITY's usual and customary fee is \$50.00 or less. If MUNICIPALITY's usual and customary fee for a swim class is more than \$50.00, then the maximum fee that MUNICIPALITY 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 MUNICIPALITY'S aquatic facility. MUNICIPALITY 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. MUNICIPALITY agrees to provide and maintain in proper working order all equipment necessary to provide and maintain the services and facility as provided herein. MUNICIPALITY 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, MUNICIPALITY must provide to COUNTY copies of the facility's current operating permit and most current inspection report, which must evidence a satisfactory inspection.

MUNICIPALITY 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. MUNICIPALITY agrees and warrants that all swimming instructors utilized by MUNICIPALITY to provide lessons hereunder shall be certified as required by Section 514.071, Florida Statutes, and any other applicable laws, rules and regulations. MUNICIPALITY shall provide proof of such certifications to COUNTY'S representative upon request. MUNICIPALITY 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 MUNICIPALITY

- A. For swimming classes provided by MUNICIPALITY in exchange for DPC Learn to Swim Program vouchers, COUNTY shall pay MUNICIPALITY 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. MUNICIPALITY 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.

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

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

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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. The MUNICIPALITY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by its governing body.

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Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, MUNICIPALITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

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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.

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of services.

The MUNICIPALITY 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 MUNICIPALITY 'S judgment 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 MUNICIPALITY 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 MUNICIPALITY. The COUNTY agrees to notify the MUNICIPALITY of its opinion by certified mail within thirty (30) days of receipt of notification by the MUNICIPALITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MUNICIPALITY, the COUNTY shall so state in the notification and the MUNICIPALITY 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 MUNICIPALITY under the terms of this Agreement.

ARTICLE 13 - EXCUSABLE DELAYS

MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY '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 14 - ARREARS

The MUNICIPALITY 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 MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 15 - PUBLIC RECORDS

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

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The MUNICIPALITY 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 MUNICIPALITY 'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the MUNICIPALITY'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 MUNICIPALITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

The MUNICIPALITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPALITY 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 MUNICIPALITY, any fee, commission, percentage, gift , or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - ACCESS AND AUDITS

The MUNICIPALITY 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 MUNICIPALITY 'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The MUNICIPALITY 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 20 - AUTHORITY TO PRACTICE

The MUNICIPALITY 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 21 - 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 22- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY 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).

ARTICLE 23 - 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 24 - 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 MUNICIPALITY, notices shall be addressed to:

City of Palm Beach Gardens
4404 Burns Road
Palm Beach Gardens, FL 33410
Attn: Karen Partanen

ARTICLE 25 - FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY 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.

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 MUNICIPALITY has hereunto set its hand the day and year above written.

WITNESS

Laura A Chan
Signature
Laura A Chan
Name (type or Print)

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

By: *Herman Brice*
Herman W. Brice, Fire-Rescue Administrator,
through Robert Weisman, County Administrator

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *Paul F. JS*
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *R.F. General*
Palm Beach County Fire-Rescue

ATTEST:

By: *Paul*
City Clerk

CITY OF PALM BEACH GARDENS, FLORIDA

By: *Ron Ferris*
Ron Ferris, City Manager

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: *Paul A Paul*
City Attorney

EXHIBIT "A"

Learn to swim at the Palm Beach Gardens Aquatic Complex

Fees: \$59/ \$45 Resident Discount Fee
 Classes run Monday thru Thursday for 2 weeks at the
 Palm Beach Gardens Aquatic Complex
 4404 Burns Road
 561-630-1100

	Session I	Session II	Session III
	Apr. 13-Apr. 23	Apr. 27-May 5	May 11-May 21
10:30-11:00am	No classes	No classes	Parent & Tot
5:15-5:45pm	Level 1P	Level 1P	Level 1P
	Level 2P	Level 2P	Level 2P
	Level 3P	Level 3P	Level 3P
5:55pm-6:25pm	Level 1	Level 1	Level 1
	Level 2	Level 2	Level 2
	Level 3	Level 3	Level 3
6:00-6:45pm	Level 4	Level 4	Level 4

Parent & Tot Ages 6 months-3years

Class is intended to develop a level of comfort in and around the water. Parents will be provided with techniques to orient their child in the water.

Level 1P Ages: 4-5 years / Level 1 Ages 6-12

Learn bubble blowing, supported floating & kicking, basic front and back crawl strokes, entering and exiting the water

Level 2P Ages: 4-5 years / Level 2 Ages 6-12

Retrieve objects, unsupported floating & kicking, begin combined arm and leg action, entering and exiting the water

Level 3P Ages: 4-5 years / Level 3 Ages 6-12

Retrieve objects, front and back glide, tread water, rotary breathing, coordinating arm action front and back, water safety

Level 4 Ages: 6-12

Front & back crawl, breaststroke, elementary backstroke, butterfly, flip turns, standing dives, survival swimming.

Class size is limited to maintain a ratio of eight children per instructor.

Classes may be cancelled, combined and/or changed to accommodate the levels of participants. Class size is limited to maintain a ration of six children per instructor.

