

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 21, 2009 ☒ Consent ☐ Regular
Department Workshop ☐ Public Hearing
Submitted For: FIRE RESCUE

I. EXECUTIVE BRIEF

Motion and Title:

Staff recommends motion to receive and file two (2) original standard agreements for the Fire Rescue Department:

- A) Interlocal Agreement for Swimming Lessons with the City of Riviera Beach; and
- B) Independent Contractor Agreement for Swimming Lessons with the Young Men's Christian Association of South Palm Beach County, Inc.

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, two (2) 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 Riviera Beach
- 2. Independent Contractor Agreement for Swimming Lessons with the Young Men's Christian Association of South Palm Beach County, Inc.

Recommended By: [Signature] 3/25/09
Deputy Chief Date

Approved By: [Signature] 3-26-09
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:

 4-1-09
OFMB 3/31/09 CN 3/31/09

 4/2/09
Contract Dev. and Control

B. Legal Sufficiency:

This item complies with current
County policies.

 4/3/09
Assistant County Attorney

C. Other Department Review:

Department Director

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

INTERLOCAL AGREEMENT FOR SWIMMING LESSONS

This Agreement is made as of the 24th day of March, 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 Riviera 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-2005-19. 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 Riviera Beach
Department of Parks and Recreation
1621 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Attn: John L. Williams, Director of Parks and Recreation

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.

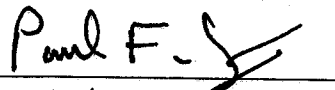
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY, and MUNICIPALITY has hereunto set its hand the day and year above written.

WITNESS

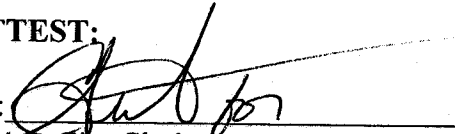

Signature

LAURA A CHAU
Name (type or Print)

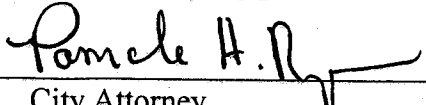
**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By 
County Attorney


ATTEST:

By: 
City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
City Attorney

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

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

**APPROVED AS TO TERMS
AND CONDITIONS**

By 
Palm Beach County Fire-Rescue

CITY OF RIVIERA BEACH, FLORIDA

By: 
Thomas Masters, Mayor

EXHIBIT "A"

Program Guide

Barracuda Bay Aquatic Complex, located at 1621 W. Blue Heron, offers Recreational Swim for Winter/Spring Season:

Learn to Swim Program for Winter/ Spring 09

Parent and Child Aquatics

- Parent or caregiver must accompany each child into the water

This program helps young children (**aged 6 months through up to 5 years**) become comfortable in and around the water so they are ready to learn to swim. This program also gives parents information and techniques to help orient their children to the water and to supervise water activities in a safe manner. Children ready to learn without a parent or caregiver should enroll in an appropriate Learn-to-Swim class.

Max 6 student

Level A – Children, who have little or no previous water experience

Level B – Children with:

- Two or more previous sessions in the water;
- Submerge only reluctantly (or not at all);
- Require flotation support at all times; or
- May benefit from parental presence and support in the water

Level I-Introduction to Water Skills

There are no prerequisites for this course. The objective of Level 1 is to help students feel comfortable in the water and to enjoy the water safely. Students will learn elementary aquatic skills which they will build on as they progress through the four Learn-to-Swim levels.

Max. 6 students

Level II-Fundamental Aquatic Skills

Students entering this course must have a Level 1 certificate or must be able to demonstrate all the completion requirements in Level 1. Students learn to float without support and to recover to a vertical position. Students explore simultaneous and alternating arm and leg actions on the front and back to lay the foundation for future strokes.

Max. 6 students

Level III-Stroke Development

Students entering this course must have a Level 2 certificate or must be able to demonstrate all the completion requirements in Level 2. Students learn to coordinate the front crawl and back crawl. They are introduced to elements of the butterfly and the fundamentals of treading water.

Max. 6 students

Level IV-Stroke Improvement

Students entering this course must have a Level 3 certificate or must be able to demonstrate all the completion requirements in Level 3. The objective of Level 4 is to develop confidence in the strokes learned thus far and to improve other aquatic skills. Students improve their skills and increase their endurance by swimming familiar strokes for greater distances. Students continue to build on the butterfly and introduce the elementary backstroke, breaststroke and elements of the sidestroke. Basics of turning at the wall are also introduced.

Max. 6 students

Adult lessons for Beginners

This class is designed to build on the aquatic locomotion and safety, and to develop overall confidence and competency in the aquatic environment. This level includes deep water bobbing, turns at the walls, fundamentals of elementary backstroke, front crawl, side stroke, breast stroke and rhythmic breathing.

Max.6 students

When: Mondays, Wednesdays, Fridays

Session 1: February 9, 2009 – February 20, 2009

Session 2: February 23, 2009 – March 6, 2009

Session 3: March 9, 2009 – March 20, 2009

Session 4: March 23, 2009 – April 3, 2009

Session 5: April 6, 2009 – April 17, 2009

Session 6: April 20, 2009 – May 1, 2009

Time:

Parent/Child 5:15pm- 5:45pm (level A&B)

Level I: 6:00pm – 6:30pm

Level II: 6:00pm – 6:30pm

Level III: 6:00p.m.-6:30p.m

Level IV: 6:00p.m.-6:30p.m

Adult: 6:45p.m.-7:15p.m

Location: Barracuda Bay Aquatic Complex
1621 W. Blue Heron Blvd
Riviera Beach, Fl 33404

Admission: \$20.00 per session for residents
\$25.00 per session for non-residents

Registration: Call (561)845-4076/845-3034
Monday – Friday; 8:30am – 5:00pm

The City of Riviera Beach is partnering with the Palm Beach County Drowning Coalition to provide swim lessons for qualified applicants free of charge. For more information, contact the Drowning Prevention Coalition at 561-616-7068

- * **First Come /First Serve (Space is limited)**
 - * **All dates and times are subject to change due to inclement weather or staffing.**
-

INDEPENDENT CONTRACTOR AGREEMENT FOR SWIMMING LESSONS

This Agreement is made as of the 24th day of March, 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 Young Men's Christian Association of South Palm Beach County, Inc., an entity authorized to do business in the State of Florida and whose Federal I.D. Number is 59-1416281 (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 not 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. **Commercial General Liability** 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. **Worker's Compensation Insurance & Employers Liability** 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. **Additional Insured** 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 "**Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.**" CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Waiver of Subrogation** 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 pre-loss 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. **Certificate(s) of Insurance** 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 CONTRACTOR 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).

ARTICLE 25 – PUBLIC RECORDS

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 South Palm Beach, Inc.

6631 Palmetto Circle South

Boca Raton, Florida 33433

Attn: Richard Pollock, CEO

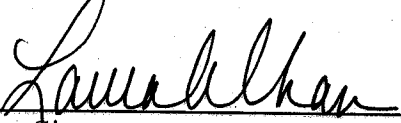
ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

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.

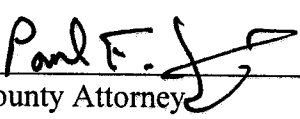
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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY, and CONTRACTOR has hereunto set its hand the day and year above written.

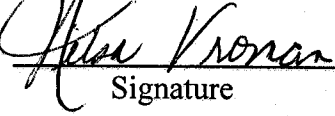
WITNESS:


Signature
LAURA A CHAU
Name (type or print)

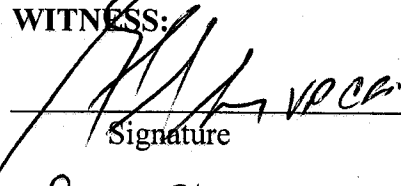
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
County Attorney

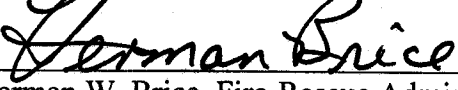
WITNESS:


Signature
Nilsa Vroman
Name (type or print)


WITNESS:


Signature
Gary Flaks
Name (type or print)

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

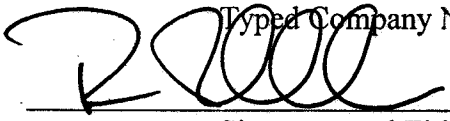
By: 
Herman W. Brice, Fire-Rescue Administrator,
through Robert Weisman, County Administrator

APPROVED AS TO TERMS
AND CONDITIONS

By 
Fire-Rescue

CONTRACTOR:

Young Men's Christian Association of South Palm Beach County, Inc


Typed Company Name
Signature and Title
Richard Pollock, CEO
Typed Name and Title

(corp. seal)

EXHIBIT "A"

Y SWIM LESSONS™

We build strong kids, strong families, strong communities.

Peter Blum Family of Boca Raton
6631 Palmetto Circle South
Boca Raton, FL 33433

<http://www.ymcaspbc.org>

Contact: Jennifer Daratany • (561) 237-0951 • jdaratany@ymcaspbc.org

Month	Days of the Week	Classes	Classes Begin	Classes End	Family Member	Youth Member	Program Participant
March	Mon & Wed	10	March 16, 2009	April 22, 2009	\$80	\$94	\$170
March	Tues & Thurs	10	March 17, 2009	April 23, 2009	\$80	\$94	\$170
April	Mon & Wed	9	April 27, 2009	May 27, 2009	\$45	\$84	\$153
April	Tues & Thurs	10	April 28, 2009	May 28, 2009	\$50	\$94	\$170
Mar/May	Saturday	10	March 21, 2009	May 30, 2009	\$50	\$94	\$170

PARENT & CHILD 6-36 MONTHS

Monday & Wednesday

Parent/Child I/II 11:30a.m.-12:00 p.m.
Parent/Child I/II 5:00-5:30 p.m.

Tuesday & Thursday

Parent/Child I/II 4:30-5:00 p.m.

Saturday

Parent/Child I: (6-18 months) 9:30-10:00 a.m.
Parent/Child II (19-36 months) 10:00-10:30 a.m.

PRESCHOOL AGED 3-5 YRS

Monday & Wednesday

Pike 10:00-10:30 a.m.
Pike 10:30-11:00 a.m.
Pike 4:00-4:30 p.m.
Pike 4:30-5:00 p.m.
Pike 6:00-6:30 p.m.
Eel 4:30-5:00 p.m.
Eel 5:00-5:30 p.m.
Eel 5:30-6:00 p.m.
Ray 4:00-4:30 p.m.
Starfish 6:30-7:00 p.m.

PRESCHOOL (CONTINUED)

Tuesday & Thursday

Pike 5:00-5:30 p.m.
Pike 6:00-6:30 p.m.
Eel 4:00-4:30 p.m.
Eel 4:30-5:00 p.m.
Eel 6:00-6:30 p.m.
Ray 5:30-6:00 p.m.
Starfish 4:00-4:30 p.m.

Saturday

Pike 9:30-10:00 a.m.
Pike 10:30-11:00 a.m.
Pike 1:00-1:30 p.m.
Eel 9:00-9:30 a.m.
Eel 11:00-11:30 a.m.
Ray 10:30-11:00 a.m.
Starfish 11:30-12:00 p.m.

March & April & May Swimming Lessons

SUPER SATURDAY SIGN-UP

February 28, 2008
Open Registration:
Members 2/23/09
Non-Members 2/28/09

SCHOOL AGED 6 YRS +

Monday & Wednesday

Polliwog 5:30-6:15 p.m.
Guppy 5:00-5:45 p.m.
Guppy 6:00-6:45 p.m.
Minnow 4:00-4:45 p.m.
Fish 7:00-7:45 p.m.
Adult 8:00-8:45 p.m.

Tuesday & Thursday

Polliwog 6:00-6:45 p.m.
Guppy 4:00-4:45 p.m.
Guppy 5:00-5:45 p.m.
Minnow 5:00-5:45 p.m.
Fish 7:00-7:45 p.m.
Adult 7:00-7:45 p.m.

Saturday

Polliwog 12:00-12:45 p.m.
Guppy 10:00-10:45 a.m.
Guppy 11:00-11:45 a.m.
Minnow 10:00-10:45 a.m.
Minnow 1:00-1:45 p.m.
Fish 12:00-12:45 p.m.
Adult 11:00-11:45 p.m.

REGISTRATION POLICY:

- 1) A minimum of three (3) participants must be registered in a program in order for the YMCA to run a class. Credits or refunds will be issued when a class does not meet the minimum enrollment.
- 2) Registration must be canceled prior to the session start date to receive a full refund or credit.
- 3) No refunds, credits, or make-ups will be issued for missed classes, inclement weather or holidays. Credits for medical reasons must have a physician's note and be approved by the Aquatic Director.
- 4) Class time change requests must be approved by the Aquatic Director and are subject to a \$10.00 fee.
- 5) Registration closes prior to the start date of the class. Registrations made after the closing date are assessed a \$10.00 late fee and must be entered by the Aquatic Director.

NEW POLICY The pool will be closed between 4:00pm-7:00pm Monday-Thursday for Swim Lessons. Providing the safest swimming environment is our priority for all members and swimming participants.

Y SWIM LESSONS™

We build strong kids strong families strong communities

The Parent/Child Aquatic Program promotes water enrichment and aquatic readiness activities for children ages 6 months—36 months age and their parents or trusted adults.

Please use the following developmental guidelines to determine the level for the child.

6 months—8 months Child is able to control head and sit with support from the hands.

9-12 months Child can sit without hand support and stand with support from the hands.

13 to 18 months, Child can stand without support and walk with or without support or aid.

19-36 months Child can run and jump.

Preschool 3 to 5yrs old (without parent or guardian)

Pike swimmers will become accustomed to the water. Children will learn basic safety skills including breath control, paddling, treading and submerging underwater.

Eel swimmers should be comfortable in the water and able to swim on their own without instructor support for a short distance. Additional endurance and skill development will be included at this level.

Fish - This class is designed for intermediate level preschoolers who are able to swim on their own for 30 feet. Advanced swimming skills and safety issues are covered at this level.

Shark - This class is designed for advanced level preschoolers who are able to swim the length of the pool or more.

Youth/Teen (6 to 13 yrs old)

Novice - This class is for novice swimmers with little or no swimming skills fear of the water. Children will learn the fundamentals of swimming and may be taken into deep water at this level.

Copy - This class is designed for children with basic swimming skills and the ability to move through the water on their own. Stroke development and skill building are learned at this level. Children will begin swimming the length of the pool.

Improve - This intermediate level will encourage endurance building, stroke development and safety skills. Advanced strokes, including backstroke, breaststroke, and sidestroke will be taught.

Intermediate 2 - This intermediate 2 level will increase stroke refinement and introduce advanced synchronized swimming skills and rescue techniques.

Advanced Fish & shark - This advanced level will encourage stroke refinement and advanced swimming skills. Butterfly, flip turns, starts and turns will be introduced. Skills will be included in preparation for joining the sea dragons swim team.

Adults (13yrs and older)

This course is comprehensive for all swimming levels. The instructor will work on individual skills with each swimmer.

YAQUATICS™

We build strong kids, strong families, strong communities.



Preschool 3 to 5 yrs old

Pike & Eel

9:00-9:30 am	MW
9:00-9:30 am	Sat
10:00-10:30 am	Sat
5:00-5:30 pm	MW
4:30-5:00 pm	TT
5:00-5:30 pm	TT

Eel & Ray

9:30-10:00 am	MW
9:30-10:00 am	Sat
5:30-6:00 pm	MW
6:00-6:30 pm	MW
6:00-6:30 pm	TT

Ray/Starfish

10:00-10:30 am	Sat
5:30-6:00 pm	MW
5:30-6:00 pm	TT
6:00-6:30 pm	TT

Adults 13 yrs old & up

Beginner/Intermediate

6:00-6:45 pm	TT
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Parent Child

Kipper, Inia & Shrimp 6 to 18 months

9:30-10:00 am	MW
9:00-9:30 am	Sat

Perch & Perch Plus 18 to 36 months

9:30-10:00 am	TT
9:30 - 10:00 am	Sat
10:00-10:30 am	Sat

Youth 6 yrs-13 yrs.

Polliwog

9:00-9:45 am	Sat
4:00-4:45 pm	MW

Guppy

6:00-6:45 pm	MW
6:00-6:45 pm	TT
11:00-11:45 am	Sat

Minnow

5:00-5:45 pm	TT
11:00-11:45 am	Sat

Minnow & Fish

1:00-1:45 pm	Sun
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Fish

10:00-10:45 AM	Sat
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Pre-Team

4:00-5:00 pm Mon-Thurs

Registration

Is ongoing throughout the session. When starting late in a session, you will be enrolled in the next session automatically.

Fees

Family Members	\$50.00
Youth Member	\$85.00
Non Members	\$130.00

Session Date

Weekday Classes

Session 3

March 16 – April 23

Session 4

April 27– June 4

Weekend Classes

Session 1

Sat January 10– March 15

Session 2

Sat March 21– June 7

* No Classes April 11th (Easter) or April 18th (Healthy Kids Day)

DeVos-Blum Family YMCA
9600 S. Military Trail
Boynton Beach, Florida 33436

nmcnab@ymcaspbc.org
561-536-1426



Mission: To put Christian principles into practice through programs that build healthy spirit, mind, and body for all.

Y SWIM LESSONS™

We build strong kids strong families strong communities

The Parent/Child Aquatic Program promotes water enrichment and aquatic readiness activities for children ages 6 months—36 months of age and their parents or trusted adults.

We use the following developmental guidelines to determine the level for the child.

Shrimps—6 months-8 months Child is able to control head and sit with support from the hands.

Kippers 9-12 months Child can sit without hand support and stand with support from the hands.

Inias 13 to 18 months, Child can stand without support and walk with or without support or aid.

Perch 19-36 months Child can run and jump.

Preschool 3 to 5yrs old (without parent or guardian)

Pike— Pike swimmers will become accustomed to the water. Children will learn basic safety skills including breath control, paddling, floating and submerging underwater.

Eel - Eel swimmers should be comfortable in the water and able to swim on their own without instructor support for a short distance. Additional endurance and skill development will be included at this level.

Ray - This class is designed for intermediate level preschools who are able to swim on their own for 30 feet. Advanced swimming skills and safety issues are covered at this level.

Starfish - This class is designed for advanced level preschoolers who are able to swim the length of the pool or more.

Youth/Teen (6 to 13 yrs old)

Polliwog - This class is for novice swimmers with little or no swimming skills fear of the water. Children will learn the fundamentals of swimming and may be taken into deep water at this level.

Guppy - This class is designed for children with basic swimming skills and the ability to move through the water on their own. Stroke development and skill building are learned at this level. Children will begin swimming the length of the pool.

Minnow- This intermediate level will encourage endurance building, stroke development and safety skills. Advanced strokes, including backstroke, breaststroke, and sidestroke will be taught.

Fish— This intermediate 2 level will increase stroke refinement and introduce advanced synchronized swimming skills and rescue breathing.

Flying Fish & shark— This advanced level will encourage stroke refinement and advanced swimming skills. Butterfly, flip turns, starts and turns will be introduced. Skills will be included in preparation for joining the sea dragons swim team.

Adults (13yrs and older)

This course is comprehensive for all swimming levels. The instructor will work on individual skills with each swimmer.