

**INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 20 day of January, 2010, 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, 2009 and shall remain in effect until September 30, 2010.

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
405 Pike Road
West Palm Beach, FL 33411

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

Laura A. Chan
Signature

Laura A. Chan
Name (type or Print)

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

By: *Steven B. Jerauld*
Steven B. Jerauld, Fire-Rescue Administrator,
through Robert Weisman, County Administrator

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *Paul F. [Signature]*
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *Jeffrey P. [Signature]*
Palm Beach County Fire-Rescue

ATTEST:

By: *[Signature]* 1/22/10
City Clerk

CITY OF RIVIERA BEACH, FLORIDA

By: *[Signature]*
Thomas Masters, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: *[Signature]*
City Attorney

Learn to Swim at Barracuda Bay Aquatic Complex

All classes are taught by American Red Cross certified Water Safety Instructors.

Parent and Child Aquatics (Ages 6 months -3 yrs. old)

Level 1 – Introduces basic skills to parents and children, including safety topics.

Level 2 – Builds on the skills introduced in Level 1, with participants improving these skills and learning more advanced skills.

Preschool Aquatics NEW! (Ages 4yrs. – 5yrs. old)

Level I

Helps participants feel comfortable in the water and to enjoy the water safely.

Level II

Builds on the skills learned in Level 1 and gives participants success with fundamental skills such as floating and basic locomotion.

Level III

Builds on the skills in Level 2 and improves participants' coordination of simultaneous arm and leg actions and alternating arm and leg actions.

Learn-to-Swim (Ages 6yrs.-15yrs. old)

Level I: Introduction to Water Skills

Helps participants feel comfortable in the water.

Level II: Fundamental Aquatic Skills

Gives participants success with fundamental skills.

Level III: Stroke Development

Builds on the skills in Level 2 through additional guided practice in deeper waters.

Level IV: Stroke Improvement

Develops confidence in the skills learned and improves other aquatic skills.

Adult lessons for Beginners (Ages 16yrs. and older)

This class is designed for ages 16 and up 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.

When: Mondays, Wednesdays, Fridays

2010 Learn to Swim Season

- Session 1: February 1, 2010 – February 12, 2010
- Session 2: February 15, 2010 – February 26, 2010
- Session 3: March 1, 2010 – March 12, 2010
- Session 4: March 15, 2010 – March 26, 2010
- Session 5: March 29, 2010 – April 9, 2010
- Session 6: April 12, 2010 – April 23, 2010

Times:

Parent/Child:

5:15pm- 5:45pm (Level I-II)

Preschool Aquatics NEW:

- Level I: 5:15pm- 5:45pm
- Level II: 5:15pm- 5:45pm
- Level III: 5:15pm- 5:45pm

Learn-to-Swim:

- 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 only: 6:45p.m.-7:15 p.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)845-4070/845-3034
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.**

**INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 12th day of February, 2010, 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 Lake Worth, 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.

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

ARTICLE 1 - SERVICES

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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.

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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
405 Pike Road
West Palm Beach, FL 33411

Attn: Fire-Rescue Administrator

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

City of Lake Worth
Lake Worth Municipal Pool
50 South Ocean Blvd.
Lake Worth, FL 33460
Attn: Timothy Ehmke, Chief Lifeguard

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: *Steven B. Jerauld*
Steven B. Jerauld, Fire-Rescue Administrator,
through Robert Weisman, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Paul F. J...*
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *Jeffrey P. Collins*
Palm Beach County Fire-Rescue

ATTEST:

By: *Pamela J. Rapp 12/16/09*
City Clerk

CITY OF LAKE WORTH, FLORIDA

By: *Rene Varela*
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Clair A. Humphrey*
City Attorney

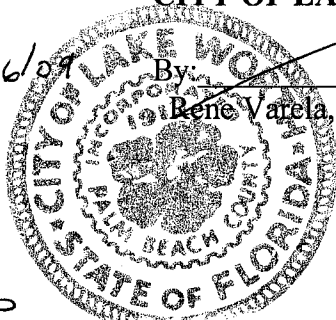


Exhibit A



Learn to Swim at Lake Worth Municipal Pool
50 South Ocean Blvd
Lake Worth, FL 33460
561-586-1773 lakeworth.org

Lake Worth Resident: \$40 for 12 lessons
Non-resident: \$45 for 12 lessons
ARC certified WSIs, schedule subject to change due to staffing
& weather conditions

Spring 2010

Saturday March 6 thru May 22 (registration 2.27)

10:30 - 11am Preschool Aquatics all levels

11:00 - 11:30 Level 1

11:30 - 12:00 Levels 2 & 3

12:00 noon: Level 4 & up, team training

Tuesday thru Friday Mar 2 thru Mar 19 (reg.3.1)

11:00 - 11:30 Preschool Aquatics all levels

4:00 - 4:30pm Level 1

4:30 - 5:00pm Level 2

Summer 2010

Saturday May 29 thru August 21 (reg 5.22)

10:30 - 11am Preschool Aquatics all levels

11:00 - 11:30 Level 1

11:30 - 12:00 Levels 2 & 3

12:00 - 1pm Level 4 & up, team training

Session 1: June 7 - July 2 (reg 6.4)

Session 2: July 5 - July 30 (reg 7.2)

Monday Wednesday Friday

9:00 - 9:30 Preschool Aquatics Level 1

9:00 - 9:30 Level 1

9:00 - 9:30 Level 2

9:00 - 9:30 Level 3

9:00 - 9:30 Level 4 & up

9:45 - 10:15 Preschool Aquatics Level 2

9:45 - 10:15 Level 1

9:45 - 10:15 Level 2

9:45 - 10:15 Level 3

9:45 - 10:15 Level 4 & up

10:30 - 11:00 Preschool Aquatics Level 3

10:30 - 11:00 Level 1

10:30 - 11:00 Level 2

10:30 - 11:00 Level 3

10:30 - 11:00 Level 4 & up

11:15 - 12:00 Guppy Rescue Squad (swim lessons M & W, water safety & rescue skills on Fridays)

Session 3: Aug 2 - Aug 16 (reg 7.30)
Monday thru Friday

9:00 - 9:30 Preschool Aquatics Level 1

9:00 - 9:30 Level 1

9:00 - 9:30 Level 2

9:00 - 9:30 Level 3

9:00 - 9:30 Level 4 & up

9:45 - 10:15 Preschool Aquatics Level 2

9:45 - 10:15 Level 1

9:45 - 10:15 Level 2

9:45 - 10:15 Level 3

9:45 - 10:15 Level 4 & up

10:30 - 11:00 Preschool Aquatics Level 3

10:30 - 11:00 Level 1

10:30 - 11:00 Level 2

10:30 - 11:00 Level 3

10:30 - 11:00 Level 4 & up



**American
Red Cross**

Swimming and Water Safety Skills Chart

Parent and Child Aquatics

Builds basic water safety skills for both parents and children, helping infants and young children ages 6 months to about 3 years become comfortable in the water so they are willing and ready to learn to swim. These basic skills include adjusting to the water environment, showing comfort while maintaining a front or back position in the water and demonstrating breath control, including blowing bubbles or voluntarily submerging under water.



LEVEL 1 *Introduces basic skills to parents and children, including safety topics.*

- Getting wet with toys and kicking
- Enter water by lifting in and walking in
- Out-of-water and in-water exploration
- Exit water by lifting out and walking out
- Blowing bubbles on the surface
- Blowing bubbles with mouth and nose submerged
- Underwater exploration
- Submerging mouth, nose and eyes
- Front and back floats and glides
- Roll from front to back and back to front
- Passing from instructor to parent
- Leg actions on front and back
- The importance of wearing a life jacket
- How to call for help and the importance of knowing first aid and CPR
- Basic water safety rules
- General water safety around the home
- Recreational water illnesses
- Sun safety

LEVEL 2 *Builds on the skills introduced in Level 1, with participants improving these skills and learning more advanced skills.*

- Enter water in a seated position and by rolling over from a seated position and sliding in
- Enter water by stepping in, jumping in and using a ladder or stairs
- Exploring the pool (in shallow water)
- Using the side of the pool and a ladder to exit
- Opening eyes and retrieving objects below the surface
- Opening eyes and retrieving submerged objects
- Bobbing
- Front and back floats and glides
- Front glide to the wall
- Roll from front to back and back to front
- Passing between adults
- Drafting with breathing
- Alternating or simultaneous leg actions on front and back
- Alternating or simultaneous arm actions on front and back
- Combined arm and leg actions on front with breathing
- Combined arm and leg actions on back
- Wearing a life jacket in the water
- Reaching assists
- Basic water safety rules review
- Safety at the beach and at the waterpark
- Water toys and their limitations

Preschool Aquatics

Gives young children about ages 4 and 5 a positive, developmentally appropriate aquatic learning experience that emphasizes water safety, survival and foundational swimming concepts. Skills are age-appropriate, helping participants achieve success on a regular basis while in a class environment with their peers.



LEVEL 1 *Helps participants feel comfortable in the water and enjoy the water safely.*

- Enter and exit water using ladder, steps or side
- Blowing bubbles through mouth and nose
- Submerging mouth, nose and eyes
- Open eyes under water and retrieve submerged objects
- Front glide and recover to a vertical position
- Back float and recover to a vertical position
- Back glide
- Roll from front to back and back to front
- Treading with arm and hand actions
- Alternating and simultaneous leg actions on front and back
- Alternating and simultaneous arm actions on front and back
- Combined arm and leg actions on front and back
- Staying safe around aquatic environments
- Recognizing the lifeguards
- Don't just pack it, wear your jacket
- Recognizing an emergency
- How to call for help
- Too much sun is no fun

LEVEL 2 *Builds on the skills learned in Level 1 and gives participants success with fundamental skills, such as floating and basic locomotion.*

- Enter water by stepping in
- Exit water using ladder, steps or side
- Bobbing
- Open eyes under water and retrieve submerged objects
- Front and back floats and glides
- Recover from a front and back float or glide to a vertical position
- Roll from front to back and back to front
- Tread water using arm and leg actions
- Combined arm and leg actions on front and back
- Finning arm action on back
- Staying safe around aquatic environments
- Recognizing the lifeguards
- Don't just pack it, wear your jacket
- Recognizing an emergency
- How to call for help
- Too much sun is no fun

LEVEL 3 *Builds on the skills in Level 2 and improves participants' coordination of simultaneous arm and leg actions and alternating arm and leg actions.*

- Enter water by jumping in
- Fully submerging and holding breath
- Bobbing
- Front, jellyfish and tuck floats
- Back float and glide
- Recover from a front and back float or glide to a vertical position
- Change direction of travel while swimming on front or back
- Tread water using arm and leg actions
- Combined arm and leg actions on front and back
- Finning arm action on back
- Staying safe around aquatic environments
- Don't just pack it, wear your jacket
- Recognizing an emergency
- How to call for help
- Too much sun is no fun
- Look before you leap
- Think so you don't sink
- Reach or throw, don't go

Learn-to-Swim

Based on a logical, six-level progression that helps swimmers about 6+ years old and adults develop their water safety, survival and swimming skills. It is designed to give participants a positive learning experience.



LEVEL 1: INTRODUCTION TO WATER SKILLS *Helps participants feel comfortable in the water.*

- Enter and exit water using ladder, steps or side
- Blow bubbles through mouth and nose
- Bobbing
- Open eyes under water and retrieve submerged objects
- Front and back glides and back float
- Recover to vertical position from a front glide and back float or glide
- Roll from front to back and back to front
- Tread water using arm and hand actions
- Alternating and simultaneous leg actions on front and back
- Alternating and simultaneous arm actions on front and back
- Combined arm and leg actions on front and back
- Staying safe around aquatic environments
- Recognizing the lifeguards
- Don't just pack it, wear your jacket
- Recognizing an emergency
- How to call for help
- Too much sun is no fun

LEVEL 2: FUNDAMENTAL AQUATIC SKILLS *Gives participants success with fundamental skills.*

- Enter water by stepping or jumping from the side
- Exit water using ladder, steps or side
- Fully submerge and hold breath
- Bobbing
- Open eyes under water and retrieve submerged objects
- Front, jellyfish and tuck floats
- Front and back glides and back float
- Recover from a front and back float or glide to a vertical position
- Roll from front to back and back to front
- Change direction of travel while swimming on front or back
- Tread water using arm and leg actions
- Combined arm and leg actions on front and back
- Finning arm action on back
- Staying safe around aquatic environments
- Don't just pack it, wear your jacket
- Recognizing an emergency
- How to call for help
- Too much sun is no fun
- Look before you leap
- Think so you don't sink
- Reach or throw, don't go

LEVEL 3: STROKE DEVELOPMENT *Builds on the skills in Level 2 through additional guided practice in deeper waters.*

- Enter water by jumping from the side
- Headfirst entry from the side in sitting and kneeling positions
- Bobbing while moving toward safety
- Rotary breathing
- Survival float
- Back float
- Change from vertical to horizontal position on front and back
- Tread water
- Push off in a streamlined position then begin flutter and dolphin kicks on front
- Front crawl and elementary backstroke
- Scissors kick
- Reach or throw, don't go
- Think twice before going near cold water or ice
- Look before you leap

LEVEL 4: STROKE IMPROVEMENT *Develops confidence in the skills learned and improves other aquatic skills.*

- Headfirst entry from the side in compact and stride positions
- Swim under water
- Feetfirst surface dive
- Survival swimming
- Front crawl and backstroke open turns
- Tread water using 2 different kicks
- Front and back crawl, elementary backstroke, breaststroke, sidestroke and butterfly
- Push off in a streamlined position then begin flutter and dolphin kicks on back
- Reach or throw, don't go
- Recreational water illnesses
- Think so you don't sink
- Look before you leap

LEVEL 5: STROKE REFINEMENT *Provides further coordination and refinement of strokes.*

- Shallow-angle dive from the side
- Shallow-angle dive from the side then glide and begin a front stroke
- Tuck and pike surface dives
- Front flip turn and backstroke flip turn while swimming
- Tread water
- Front and back crawl, elementary backstroke, breaststroke, sidestroke and butterfly
- Standard scull
- How to call for help and the importance of knowing first aid and CPR
- Recreational water illnesses
- Reach or throw, don't go
- Look before you leap
- Think so you don't sink
- Think twice before going near cold water or ice
- Wave, tide or ride, follow the guide

LEVEL 6: SWIMMING AND SKILL PROFICIENCY

Refines the strokes so participants swim them with ease, efficiency, power and smoothness over greater distances.

Level 6 is designed with "menu" options that focus on preparing participants for lifetime fitness and safety, as well as more advanced courses, such as the Water Safety Instructor course, or other aquatic activities, including competitive swimming or diving. Options include —

- Personal Water Safety.
- Fitness Swimmer.
- Fundamentals of Diving.

The American Red Cross offers a comprehensive, developmentally appropriate swimming and water safety program that teaches you, your child or other family members how to swim skillfully and safely, and think and act safely in, on and around the water. The prerequisite for each level is the successful demonstration of skills from the preceding level, except for Level 1, which has no prerequisites.

**INDEPENDENT CONTRACTOR AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 12th day of February, 2010, 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.

ATT. # 3

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, 2009 and shall remain in effect until September 30, 2010.

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
405 Pike Road
West Palm Beach, FL 33411

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: Jennifer Daratany, Aquatics Director

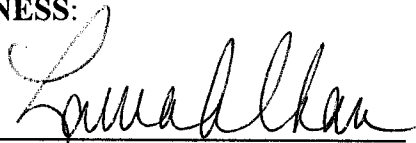
ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered unless agreed to in writing by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

The remainder of this page left blank intentionally

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

WITNESS:



Signature

Laura A Chen

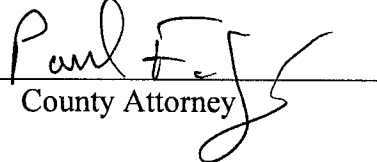
Name (type or print)

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

By: 

Steven B. Jerauld, Fire-Rescue Administrator,
through Robert Weisman, County Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By 
Palm Beach County Fire-Rescue

WITNESS:



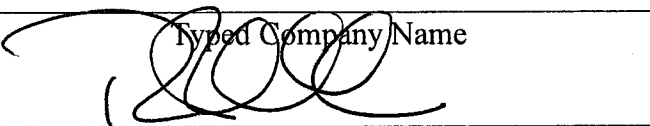
Signature

Jennifer Daratany

Name (type or print)

CONTRACTOR:

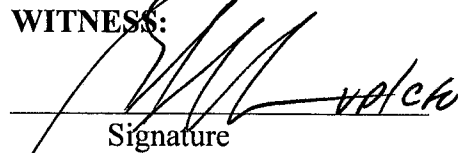
Young Men's Christian Association of South Palm Beach County, Inc


Typed Company Name

Signature and Title
Richard Pollock, CEO

Typed Name and Title

WITNESS:

 VP/CEO

Signature

G. FLAKS

Name (type or print)

(corp. seal)

EXHIBIT "A"



YMCA of South Palm Beach County

6631 Palmetto Circle South, Boca Raton, Florida 33433

Branches:

YMCA of Boca Raton, Peter Blum Family Center
DeVos-Blum Family YMCA of Boynton Beach
YMCA@901

Phone: 561.395.YMCA

Fax: 561.395.9270

Swim lessons schedules held at the YMCA of the South Palm Beaches are completed and updated monthly. Attached is a tentative schedule. Schedules are subject to change. Swimming classes are available for all ages beginning as young as 6 months. Participants will be taught water safety and skill and stroke techniques helping them develop confidence in various water depths. DPC participants will pay \$50 for a four week session which includes eight swimming lessons.

Jennifer Daratany

Aquatic Director, Peter Blum Family YMCA

YAQUATICS™

We build strong kids, strong families, strong communities.

Swim Lesson Schedule

Devos-Blum Family YMCA of Boynton Beach—9600 South Military Trail, Boynton Beach, FL 33436

<u>Month</u>	<u>Days</u>	<u>Registration Opens</u>	<u>Dates</u>	<u>Family Member</u>	<u>Youth Member</u>	<u>Program Participant</u>																																														
January	Mon/Wed Or Tues/Thurs	December 7th	Jan. 4h-28th	\$40.00	\$68.00	\$104.00																																														
January/ February	Saturdays	December 7th	Jan. 9th- Feb. 27th	\$40.00	\$68.00	\$104.00																																														
February	Mon/Wed Or Tues/Thurs	January 1st	Feb. 1st-25th	\$40.00	\$68.00	\$104.00																																														
March/ April	Saturdays	February 1st	Mar. 6th- April 24th	\$40.00	\$68.00	\$104.00																																														
Preschool (Aged 3-5 Years)						Youth (Aged 6-13)																																														
<u>Monday & Wednesday</u>			<u>Tuesday & Thursday</u>		<u>Saturday</u>																																															
Pike	4-4:30	Pike	4-4:30	Pike	9-9:30	Polliwog 4-4:45																																														
Pike	6-6:30	Pike	6-6:30	Pike	1-1:30	Guppy 5-5:45																																														
Eel	4:30-5	Eel	4:30-5	Eel	9:30-10	Minnow 5-5:45																																														
Eel	6-6:30	Eel	5:30-6	Eel	1:30-2	Fish/Flying Fish 6-6:45																																														
Ray/Starfish	5:30-6	Ray/Starfish	5-5:30	Ray	10-10:30	<u>Tuesday and Thursday</u>																																														
Super Starfish Team *	4-4:45	Starfish	5:30-6	Starfish	10:30-11	Polliwog 4-4:45																																														
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Mission: To put Christian principles into practice through programs that build a healthy spirit, mind and body for all.

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

Evening Lessons

Session 2	Class Begin	Class End	Family Member	Program Participant
Mon/Wed	February 1	February 24	\$40	\$136
Tue/Thurs	February 2	February 25	\$40	\$136

Four Week Sessions

Mon/Wed

Preschool Ages 3-5

Pike 4:00 PM - 4:30 PM
Pike 5:25 PM - 5:55 PM
Eel 4:50 PM - 5:20 PM
Eel 5:25 PM - 5:55 PM
Ray 4:50 PM - 5:20 PM
Starfish 4:50 PM - 5:20 PM

School Aged 6 YRS +

Polliwog 5:25 PM - 6:10 PM
Guppy 6:00 PM - 6:45 PM
Guppy 4:35 PM - 5:20 PM
Minnow 4:00 PM - 4:45 PM
Fish 4:00 PM - 4:45 PM

Parent/Child 5:25 PM - 5:55 PM

Adults

13 YRS+ 8:00 PM - 8:45 PM

Tue/Thur

Preschool Ages 3-5

Pike 4:35 PM - 5:05 PM
Pike 5:25 PM - 5:55 PM
Eel 4:00 PM - 4:30 PM
Eel 4:35 PM - 5:05 PM
Ray 4:00 PM - 4:30 PM
Starfish 4:00 PM - 4:30 PM

School Aged 6 YRS +

Polliwog 4:35 PM - 5:20 PM
Guppy 4:00 PM - 4:45 PM
Guppy 5:10 PM - 5:55 PM
Minnow 4:50 PM - 5:35 PM
Fish 5:10 PM - 5:55 PM

Parent/Child 5:40 PM - 6:10 PM

Adults

13 YRS+ 7:00 PM - 7:45 PM

Registration Opens:

Members 1/18/10-Non-Members 1/20/10

**Late Registration Starts: February 1, 2010

Morning Lessons

Session 2	Class Begin	Class End	Family Member	Program Participant
Mon/Wed	February 1	February 24	\$40	\$136
Tue/Thurs	February 2	February 25	\$40	\$136

Four Week Sessions

Mon/Wed

Preschool Ages 3-5

Parent/Child 9:30 AM - 10:00 AM
(6-36 months)
Eel 10:30 AM - 11:00 AM
Stroke Development 11:00 AM - 11:30 AM
Parent/Child 11:30 AM - 12:00 AM
(6 - 36 months)

Tue/Thur

Preschool Ages 3-5

Stroke Development (ages 3-5) 9:00 AM - 9:30 AM
Parent/Child 11:30 AM - 12:00 AM
(6 - 36 months)

Registration Opens:

Members 1/18/10-Non-Members 1/20/10

**Late Registration Starts: February 1, 2010

Private Lessons

Private lessons (1 on 1) and Semi Private lessons (2 on 1)
Have a favorite instructor? Request him or her for 1 on 1 lessons
at the convenience of your schedule. 6 personal lessons!

Private Lesson Rates

	Family Member	Program Participant
Private (30 Min)	\$152.00	\$245.00
Semi-Private (45 Min)	\$252.00	\$420.00

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 the day before classes begin. An automatic \$25.00 late fee will be applied after the closing date.

YMCA of South Palm Beach County
Swimming Lesson Descriptions



(Parent/Child Ages 6-36 months) This program is a water orientation class designed for parent and child participation. Parents accompany their children in the water. The class encourages the bond of trust between parent and child and teaches parents how to guide and supervise their children around the water. Classes focus on safe water exploration, proper holding and towing techniques, safe water entry and exit, with instructor-led songs and games. All children are required to wear swim pants in the water.

(Pre-school Lessons ages 3-5 years) The purpose of the program is to develop competency in swimming, along with confidence and endurance. A child is advanced to the next level only when he or she can proficiently and safely perform the skills within his or her level. The preschool swim program has four levels: Pike, Eel, Ray and Starfish, designed to help children progress and build elementary swimming and safety skills. Class ratios include 6:1 for all pre-school lessons. Children are placed in small groups with the YMCA trained instructors. Classes emphasize developing personal growth, personal safety, water acclimation and basic skills, beginning rescue and to have Fun!

Pike (Beginner I) Designed for the preschooler who is new to swimming and water activities: Basic paddle stroke, pool safety, kicking skills, proper use of Instructional and Personal Flotation Devices, and comfort with putting the face in the water while blowing bubbles and swimming, while developing confidence and learning to follow directions.

Eel (Beginner II) Designed for the preschooler who is comfortable in water: Enhancing the paddle stroke, back float and side swimming along with introducing basic boating safety, proper use of PFD's, continuing the development of confidence and encouraging the development of character values.

Ray and Starfish (Intermediate I & II) Designed for the preschooler who has accomplished the previous levels: There is a review of previous lessons, improve stroke skills, learn more personal safety and rescue skills, build endurance by swimming on their front and back, treading water and introduction of water sports and games.

(Youth Lessons ages 6-12 years) The purpose of the program is to develop competency in swimming, along with confidence and endurance. A child is advanced to the next level only when he or she can proficiently and safely perform the skills within his or her level. The Youth swim program has seven levels: Polliwog, Guppy, Minnow, and Fish and the progression is designed to help children grow personally and develop strokes and safety skills. Class ratios include 8:1 for Polliwog and Guppy and 10:1 for advanced levels. Emphasis is on endurance, personal safety, skill development, and lifesaving techniques.

Polliwog (beginner I) Designed for the new swimmer, teaching: Getting acquainted with the pool, use of floatation devices, side and back paddle, learning to float, front paddle stroke, and basic boating safety.

Guppy (beginner II) For children who are comfortable in the water. This class is designed for them to continue to practice and learn: Treading water, side alternative paddle, surface dives, basic rescue skills, front symmetrical paddle, back alternative paddle, rotary breathing, and kneeling dives.

Minnow (Advanced Beginner) Children further refine: Front and back alternating paddle, elementary backstroke, standing dives, breaststroke, rudimentary sidestroke, rotary breathing, and personal safety.

Fish (Advanced beginner II) Students work to improve front and back crawl, sidestroke, standing dives, rotary breathing, personal safety, elementary backstroke, butterfly stroke, treading water, rescue skills, and head-first and feet-first surface dives.

Adult Aquatic Programs:

(Ages 13 years and over) Adult swim lessons are for those individuals who wish to learn to swim or those who want to improve their technique. Classes have a low student-to-instructor ratio, which allows for personal instruction in each class. Skills emphasized include: basic water acclimation, floating, treading, freestyle, backstroke, breaststroke, diving, and much more.