

AGENDA ITEM SUMMARY

Meeting Date:

August 17, 2010

[X]
[]

Consent Worksho

[]

Regular Public Hearing

Department

Submitted For: FIRE RESCUE

Approved By: Steve Pearl 7/7/10
Fire-Rescue Administrator Date

Res 149-10

**INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 16th day of April, 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 West Palm Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter referred to as "MUNICIPALITY").

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

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

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

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

ARTICLE 1 - SERVICES

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

The swimming lesson classes shall be provided at MUNICIPALITY'S aquatic facility. MUNICIPALITY agrees to provide and maintain its facility in a safe, clean and hygienic manner and in accordance with all safety and health standards and all other applicable laws and regulations.

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

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

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on April 1, 2010 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 West Palm Beach
Department of Parks and Recreation
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33405
Attn: Christine Thrower

ARTICLE 25 - FILING


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

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT


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

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

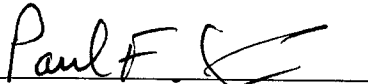
WITNESS


Signature
Laura Chau
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

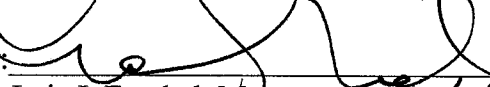
**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Palm Beach County Fire-Rescue

ATTEST:

By: 
City Clerk

CITY OF WEST PALM BEACH, FLORIDA

By: 
Lois J. Frankel, Mayor 4/5/10

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**


By:  3/26/10
City Attorney

EXHIBIT "A"



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

EXHIBIT "A"

Learn to Swim Classes

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

Infants and Preschoolers:

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

Level A

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

Level B

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

Youth Swimming Program

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

Level 1 – Introduction to Water Skills

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

Level 2 – Fundamental Aquatic Skills

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

Level 3 – Stroke Development

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

Level 4 – Stroke Improvement

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



Warren Hawkins Aquatic Center at Gaines Park
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Level 5 – Stroke Refinement

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

Level 6 – Personal Water Safety

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

Level 6 - Fitness Swimmer

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

Level 6 – Lifeguard Readiness

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

Adult Learn to Swim

Level 1

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

Level 2

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

Level 3

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

Weekday Courses

Ages: 6 months - adult
Days: Monday – Thursday/8 classes
Fees: \$30.00 Resident/2 week session
\$37.50 Non-resident/2 week session

Saturday Courses

Ages: 6 months - adult
Day: Saturday/8 classes
Fees: \$30.00 Resident/ 8 week session
\$37.50 Non-resident/ 8 week session



Warren Hawkins Aquatic Center at Gaines Park
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Spring 2010

Monday – Thursday Sessions:

April 5 - 15

Preschool 1	5:30 pm – 6:00 pm
Level 1	5:30 pm – 6:00 pm
Parent & Child 1/2	5:30 pm – 6:00 pm

Preschool 2	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level 2	6:00 pm – 6:30 pm

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

Level 4	7:00 pm – 7:30 pm
Adult 2	7:00 pm – 7:30 pm

April 26 - May 6

Preschool 1	5:30 pm – 6:00 pm
Level 1	5:30 pm – 6:00 pm
Parent & Child 1/2	5:30 pm – 6:00 pm

Preschool 2	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level 2	6:00 pm – 6:30 pm

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

Level 4	7:00 pm – 7:30 pm
Adult 2	7:00 pm – 7:30 pm

May 17 - 27

Preschool 1	5:30 pm – 6:00 pm
Level 1	5:30 pm – 6:00 pm
Parent & Child 1/2	5:30 pm – 6:00 pm

Preschool 2	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level 2	6:00 pm – 6:30 pm

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

Level 4	7:00 pm – 7:30 pm
Adult 2	7:00 pm – 7:30 pm



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Summer 2010

Monday – Thursday Session:

June 7 - 17

Preschool 1	5:30 pm – 6:00 pm
Level 1	5:30 pm – 6:00 pm
Parent & Child 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm
Preschool 2	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level 2	6:00 pm – 6:30 pm
Parent & Child 2	6:00 pm – 6:30 pm
Preschool 3	6:30 pm – 7:00 pm
Adult 1	6:30 pm – 7:00 pm
Level 3	6:30 pm – 7:00 pm
Level 2	6:30 pm – 7:00 pm
Level 4	7:00 pm – 7:30 pm
Adult 2	7:00 pm – 7:30 pm
Level 5	7:00 pm – 7:30 pm

June 28 - July 8

Preschool 1	5:30 pm – 6:00 pm
Level 1	5:30 pm – 6:00 pm
Parent & Child 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm
Preschool 2	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level 2	6:00 pm – 6:30 pm
Parent & Child 2	6:00 pm – 6:30 pm
Preschool 3	6:30 pm – 7:00 pm
Adult 1	6:30 pm – 7:00 pm
Level 3	6:30 pm – 7:00 pm
Level 2	6:30 pm – 7:00 pm
Level 4	7:00 pm – 7:30 pm
Adult 2	7:00 pm – 7:30 pm
Level 5	7:00 pm – 7:30 pm



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July 19 - 29

Preschool 1	5:30 pm – 6:00 pm
Level 1	5:30 pm – 6:00 pm
Parent & Child 1	5:30 pm – 6:00 pm
Level 2	5:30 pm – 6:00 pm

Preschool 2	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level 2	6:00 pm – 6:30 pm
Parent & Child 2	6:00 pm – 6:30 pm

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

Level 4	7:00 pm – 7:30 pm
Adult 2	7:00 pm – 7:30 pm
Level 5	7:00 pm – 7:30 pm

August 9 - 19

Preschool 1	5:30 pm – 6:00 pm
Level 1	5:30 pm – 6:00 pm
Parent & Child 1/2	5:30 pm – 6:00 pm

Preschool 2	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level 2	6:00 pm – 6:30 pm

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

Level 4	7:00 pm – 7:30 pm
Adult 2	7:00 pm – 7:30 pm

August 30 – September 9

Preschool 1	5:30 pm – 6:00 pm
Level 1	5:30 pm – 6:00 pm
Parent & Child 1/2	5:30 pm – 6:00 pm

Preschool 2	6:00 pm – 6:30 pm
Level 1	6:00 pm – 6:30 pm
Level 2	6:00 pm – 6:30 pm



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

**Summer
Saturday Session:**

June 12 – August 7

Preschool 1	10:00 am – 10:30 am
Level 1	10:30 am – 11:00 am
Adult 1	11:00 am – 11:30 am
Parent & Child 1/2	11:30 am – 12:00 pm

INTERLOCAL AGREEMENT FOR SWIMMING LESSONS

This Agreement is made as of the 1st day of July, 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 Village of Wellington, 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

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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:

Village of Wellington
Wellington Aquatic Complex
12165 West Forest Hill Blvd.
Wellington, FL 33414
Attn: Michelle Garvey, Aquatics Supervisor

ARTICLE 25 - FILING


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

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

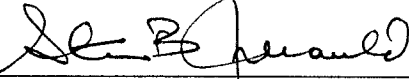
The COUNTY and the MUNICIPALITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded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

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

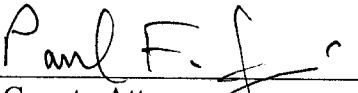
WITNESS


Signature
Yvonne Feliciano
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

ATTEST:

By: 
City Clerk

VILLAGE OF WELLINGTON, FLORIDA

By: 
Darrell Bowen, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

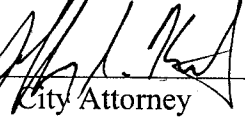
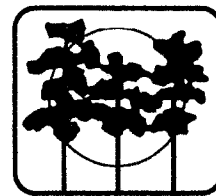
By: 
City Attorney

EXHIBIT "A"



WELLINGTON AQUATIC COMPLEX

12165 West Forest Hill Blvd
Wellington, FL 33414

SWIMMING LESSON BREAKDOWN

Parent & Child 6months to 3 years

This course features water exploration and interaction between child and parent. Parents will be required to enter the water with their child and to interact, throughout the course, with the other participants.

In-Between 2 ½- 3 ½ years old

This course is designed to be a "one-on-one" with the instructor. This child receives 15 minutes of time working directly with the certified instructor. The outcome of this course is for participants to be ready to participate in Pre 1 classes. This is ideal for the reluctant swimmer who has surpassed Parent and Child, but is not ready for the Pre 1 group setting.

Pre 1 3- 5 years old

This level is for children who are comfortable sitting on the side of the pool in a group, but have no prior or little experience in the water. The goal, at the end of the session, is to be able to float on their front and backs and be comfortable putting their faces in the water.

Pre 2 3-5 years old

This level is for the child who has had lessons before and is comfortable putting their faces in the water and floating on their front and backs. They will learn arm motions and kicking and by the end of the session should be able to swim out to the instructor (approximately 5 feet) and back to the wall.

Pre 3**3-5 years old**

This level is for the child who has completed Pre 1 and Pre 2, or has had lessons elsewhere, and is comfortable in the water on their front and backs. The participants are expected to be able to swim without assistance to the instructor and to swim back to the wall. In this session, students will be introduced the breaststroke and butterfly kicking. The goal, for the end of the session, is to have the child swim at least 15 yds across the pool.

Level 1**6-13 years old**

This level is for children who are comfortable sitting on the side of the pool in a group, but have no prior or little experience in the water. The goal, at the end of the session, is to be able to float on their front and backs and be comfortable putting their faces in the water.

Level 2**6-13 years old**

This level is for the child who has had lessons before and is comfortable putting their faces in the water and floating on their front and backs. They will learn arm motions and kicking and by the end of the session should be able to swim out to the instructor (approximately 5 feet) and back to the wall.

Level 3**6-13 years old**

This level is for the child who has completed Level 1 and Level 2, or has had lessons elsewhere, and is comfortable in the water on their front and backs. The participants are expected to be able to swim without assistance to the instructor and to swim back to the wall. In this session, students will be introduced the breaststroke and butterfly kicking. The goal, for the end of the session, is to have the child swim at least 15 yds across the pool.

Level 4**6-13 years old**

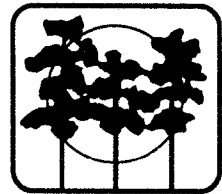
This is for the advanced swimmer who is not yet ready for swim team. In this level, the students will perfect freestyle, backstroke, and breaststroke, while beginning to learn the butterfly arms and legs. Participants should be able to swim across the pool, 25yds, by the end of the class.

Adults**14- 100+ years old**

This is designed for the adult novice swimmer. The course will cover floating, submerging the head, kicking, and arm actions. The instructor will work at the participants own speed. The goal of this session is to be comfortable in the water and to understand the basics of freestyle and backstroke.



WELLINGTON



Schedule of swimming lessons for Wellington

Fiscal year 2009-2010

SWIMMING LESSONS

Wellington's American Red Cross certified instructors can help your child learn to swim. Be ready for next summer's pool visits by learning to swim this year. Wellington's Aquatic Complex will hold various sessions of lessons beginning in the summer of 2010 and running through the end of fall 2010. Classes in the fall and spring are Tuesday through Friday. Summer classes are Monday through Thursday with make-up lessons on Fridays.

All classes are \$55.00 for the two week session except for the In-Between lessons which are semi-private with only 2 children per instructor. Those lessons are \$100.00 for the two week sessions.

Registration must be conducted at the Aquatic Complex. For hours of operation, please call (561) 753-2484 x 2836.

All classes are conducted at the Wellington Aquatic Complex, 12165 West Forest Hill Blvd, Wellington, FL 33414.

The Aquatic Complex will NOT accept DPC Bucks after the expiration date stated on the Buck certificate.

All dates and times of the classes are subject to change based on weather, staffing and pool renovation and/or maintenance issues.

SUMMER 2010:

DATES

Session I:	6/7-6/17
Session II:	6/21-7/1
Session III:	7/5-7/15
Session IV:	7/19-7/29
Session V:	8/2-8/12

Ages	Class	Time	Fee
6 months – 3 years	Parent and Tot (Min 8/Max 10)	10:20am 6:00pm	\$55
2 ½ - 3 ½	In-Between (Min 2/Max 2)	8:20am 9:00am 9:40am 10:20am 4:00pm 4:40pm 5:20pm 6:00pm	\$100
3 - 5 years	Pre I (Min 5/Max 5)	9:40am 10:20am 4:00pm 4:40pm 5:20pm 6:00pm	\$55
3 - 5 years	Pre II (Min 5/Max 5)	9:00am 9:40am 4:00pm 4:40pm 5:20 pm	\$55
3 - 5 years	Pre III (Min 5/Max 5)	9:00 am 10:20 am 4:40 pm	\$55
6 - 15 years	Level I (Min 6/Max 6)	9:00 am 4:00 pm 6:00 pm	\$55
6 - 15 years	Level II	9:40 am 10:20 am 4:00 pm 5:20 pm	\$55
6 - 15 years	Level III	9:40 am 4:40 pm 6:00pm	\$55

6 – 15 years	Level IV	9:00 am 6:00 pm	\$55
6 - 15 years	Adults (Max 2 people per class)	5:20pm 6:00pm	\$55