			14	Agend	33 - / a Item #:
ж.	BOARD OF CO	UNTY	I COUNTY COMMISSIOI SUMMARY	NERS	
Meeting Date: Department	June 7, 2011	[X] [``)	Consent Workshop	[]	Regular Public Hearing
Submitted For: _	FIRE RESCUE				
	I. EXE		/E BRIEF		

Motion and Title:

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

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

Summary:

On September 27, 2005, the Board adopted Resolution Number R2005-1906 authorizing the County Administrator, or his designee (the Fire Rescue Administrator) to execute standard agreements with municipalities and independent contractors to provide swimming lessons to members of the public through the Palm Beach County Drowning Prevention Coalition's Learn to Swim Program. Pursuant to Countywide PPM CW-O-051, two (2) standard County agreements that have been executed by the County Administrator, or his designee (the Fire Rescue Administrator) are being submitted as a receive and file agenda item for the Clerk's Office to note and receive. Countywide (PK)

Background and Policy Issues:

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

Attachments:

- 1. Independent Contractor Agreement for Swimming Lessons with the Young Men's Christian Association of South Palm Beach County, Inc.
- 2. Interlocal Agreement for Swimming Lessons with the City of West Palm Beach

Recommended By:	Deputy Chief	5/4/2011 Date
Approved By:	Stie Bernull Fire-Rescue Administrator	5-5-11 Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures Operating Costs					
External Revenues					
Program Income (County)	· · · · · ·	1			
In-Kind Match (County)			h.		
NET FISCAL IMPACT	* See	below			
# ADDITIONAL FTE POSITIONS (Cumulative	:)	n		·	
Is Item Included in Curren	t Budget?	Yes_	No		
Budget Account No.:	Fund	_Dept_	UnitO	bject_	

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

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

C. Departmental Fiscal Review: 5

III. REVIEW COMMENTS

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

UA 51111

11/ Contract Dev Contro an 12/11

B. Legal Sufficiency:

Assistant Attorney

C. Other Department Review:

Department Director

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

INDEPENDENT CONTRACTOR AGREEMENT FOR SWIMMING LESSONS

This Agreement is made as of the 5^{th} day of <u>April</u>, 20<u>11</u>, 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 regulations. Prior to execution of this Agreement, CONTRACTOR must provide to COUNTY copies of the facility's current operating permit and most current inspection report, which must evidence a satisfactory inspection.

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

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on October 1, 2010 and shall remain in effect until September 30, 2011.

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

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

ARTICLE 5 - TERMINATION

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

ARTICLE 6 - PERSONNEL

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

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized and permitted under state and local law to perform such services.

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

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

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

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation, gender identity and expression.

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, FL 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.

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. Chan-Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY By Paul Fr County Attorney

WITNESS:

Attre ennit anata

Name (type or print)

WITNES VALE Signatur

Name (type or print)

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS: By: St. Byeraueld

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

APPROVED AS TO TERMS AND CONDITIONS

Bv Palm Beach County Fire-Rescue

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

Typed Company Name

Signature and Title Richard Pollock, CEO

Typed Name and Title

(corp. seal)

EXHIBIT "A" 11

SWIM LESSONS the

HOW TO REGISTER FOR SWIM LESSONS

Pick the days convenient for you Pick a session date

SESSION

DATES

Pick a class, based on age

DAYS OF

THE WEEK

1		1		
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	To	an-l day	ј р !	

TIMES

Boca Raton, FL 33433 **Contact: Jennifer Daratany** (561) 237-0951 jdaratany@ymcaspbc.org www.ymcaspbc.org CLASSES/ Session Cost: er

Peter Blum Family YMCA

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6631 Palmetto Circle South

			\$10 Mombors
Monday & Wednesday Tuesday & Thursday	<u>Mon & Wed</u> Jan 3—Jan 26 Jan 31—Feb 23 Feb 28—Mar 23 April 4—April 27 May 2—May 25 <u>Tue & Thu</u> Jan 4—Jan 27 Feb 1—Feb 24	Parent/Child (6-36 Months) 9:30-10:00am (M/W only), 11:30-12:00pm (T/TH only), or 5:25-5:55pm Preschool (3-5 Years) 10:15-10:45am (M/W only), 10:45-11:15am (M/W only), 3:30-4:00pm, 4:50-5:20pm or 6:15-6:45pm Youth (6-11 Years) 4:00-4:45pm or 5:25-6:10pm	\$40 Members \$125 Non-Members Registration for ALL Sessions OPENS:
	Mar 1—Mar 24 April 5—April 28 May 3—May 26	Teen/Adult (12 Years & Up) 6:45-7:30pm	December 15th
	Faturday	Parent/Child (6-36 Months) 9:00-9:30am or 10:25-10:55am	is .
Saturdays	<u>Saturday</u> Jan 8—Feb 26 Mar 5—April 30	Preschool (3-5 Years) 9:00-9:30am or 10:25-10:55am Youth (6-11 Years)	
	* <u>No Classes</u> *	9:35-10:20am or 11:00-11:45am	V LA
	April 23rd	Teen/Adult (12 Years & Up) 11:00-11:45am	

SWIM LESSON REGISTRATION POLICY

Registration NOW

\$25.00 LATE FEE IS APPLIED AFTER THE START DATE OF EACH SESSION

- Pre-registration is required for all swim programs. Class space is limited. •
- 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.
- Inclement weather, which prohibits students to enter the water, will result in water safety education. Children are expected to attend unless parent is notified of cancelation.
- No refunds or make-up sessions are given for classes missed.
- Credits may be issued for medical reasons only, with a doctors note. •
- Registration for classes does not automatically repeat. Parent must register for each session. •
- All classes for parent/child and preschool are 30 minutes long. All youth swim lessons are 45 minutes long. If you have specific questions about your child's progress, please consult your child's swim instructor. Children receive progress reports at the completion of every session.



Group

Lessons

GROUP SWIM LESSONS:

Contact Jennifer Daratany for Group Scheduling P

Peter Blum Family YMCA 6631 Palmetto Circle South Boca Raton, FL 33433 **Contact: Jennifer Daratany** (561) 237-0951 jdaratany@ymcaspbc.org www.ymcaspbc.org

	PARTIE AND AND AND A DECIMAL		
DAYS OF THE WEEK	SESSION DATES	CLASSES/ TIMES	Group Rate: \$40 Per Participant
Days of the week will be determined based on the YMCA Schedule, YMCA Staffing, and the Groups Schedule. This information will be provided when invoice is submitted.	Group Dates Will be determined once class size and scheduling is agreed upon. This information will be provided when invoice is submitted.	Group Times (3-12 Years) Will be determined once class size and scheduling is agreed upon. This information will be provided when invoice is submitted.	Groups: Florence Fuller & Boys/Girls Club
			BUM HILLING

GROUP SWIM LESSON REGISTRATION POLICY

Registrar NOW

- Pre-registration is required for all swim programs. Class space is limited. .
- A minimum of three (3) participants must be registered in a program in order for the YMCA to run a class. Credits or re-. funds will be issued when a class does not meet the minimum enrollment.
- Inclement weather, which prohibits students to enter the water, will result in water safety education. Children are ex-. pected to attend unless parent is notified of cancelation.
- No refunds or make-up sessions are given for classes missed. ė
- Credits may be issued for medical reasons only, with a doctors note. •
- Group must register for each session. •
- All classes for groups are 30 minutes long. Children receive progress reports at the completion of every session. •

Swimming Lessons

April & May 2011

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<u>Saturday</u> <u>Parent Child/Preschool</u> Parent Child 9:30-10:00 Parent Child 12:00-12:30 Pike 9:00-9:30 Pike 10:00-10:30 Pike11:00-11:30 Eel 9:30-10:00 Eel 10:30-11:00 Ray/Starfish 10:00-10:30 <u>Youth</u> Polliwog 9:00-9:45 Guppy10:00-10:45 Minnow 11:00-11:45 Fish/Flying Fish 10:00-10:45

NEW MORNING CLASSES

<u>Tuesday & Friday</u> Parent Child 12:00-12:30 Pike/Eel 9:00-9:30 Ray/Starfish 9:30-10:00



Monday-Wednesday Parent Child/Preschool Parent-child 9:30-10:00 • Pike 4:00-4:30 • Pike 5:00-5:30 • Eel 4:30-5:00 • Eel 5:30-6:00 Ray 5:00-5:30 Starfish 5:30-6:00 Youth Polliwog 4:00-4:45 Polliwog 6:00-6:45 • Guppy 5:00-5:45 Minnow 5:00-5:45 • Fish 4:00-4:45 **Tuesday-Thursday** Parent Child/Preschool Parent-child 5:00-5:30 • Pike 4:00-4:30 • Pike 5:00-5:30

- Eel 4:30-5:00
- Eel 5:30-6:00Ray 5:00-5:30
- Starfish 5:30-6:00
- Youth
- Polliwog 4:00-4:45
- Pollwog 6:00-6:45
- Guppy 5:00-5:45
- Minnow 5:00-5:45
- Flying Fish 4:00-4:45
 <u>Adults</u>

Adult Beginner 6:00-6:45



For Youth Development For Healthy Living For Social Responsibility

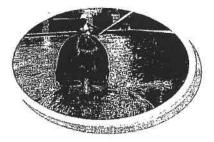
April Session March 28—April 21, 2011

May Session April 25—May 19, 2011 May—June Weekend May 7—June 25, 2011

Parent-child 6m-36 months Preschool 3-5 years Youth 6-14 years Adults 14 and older

> Cost : Members \$40.00 Youth Members: \$68.00 Non-members \$125.00

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



DeVos-Blum Family YMCA

9600 S. Military Trail Boynton Beach, FI 33436

Contact Barbara Bertram Swimming Lesson Facilitator Phone: 561-536-1426 Fax: 561-738-6055 E-mail: bbertram@ymcaspbc.org

INTERLOCAL AGREEMENT FOR SWIMMING LESSONS

This Agreement is made as of the 3^{rd} day of May, 2011, 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

905U.W. Resolution#53-11

100.001

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 March 1, 2011 and shall remain in effect until September 30, 2011.

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 coverage's.

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 1100 Southern Boulevard West Palm Beach, FL 33405 Attn: City Administrator 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

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Laura A Cha Name (type or Print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Bv County Attor

ATTEST: By: ity Cle

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: City Attorney

PALM BEACH COUNTY, FLORIDA, BY IT'S BOARD OF COUNTY_COMMISSIONERS

By: StinB Journald

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

APPROVED AS TO TERMS AND CONDITIONS

Bv County

CITY OF WEST PALM BEACH, FLORIDA

By: Lois J. Frankel, Mayor

8



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:

Intructors 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 completer 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.



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

Days:	Monday - Thursday/8 classes
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Fees: \$30.00 Resident/2 week session

\$37.50 Non-resident/2 week session

- Ages: 6 months adult
- Days: Monday and Wednsday/8 classes
- Fees: \$35 Resident/4 week session
 - \$44 Non-resident/4 week session

Saturday Courses

Ages:	6 months - adult
Day:	Saturday/8 classes
Fees:	\$35 Resident/ 8 week session
	\$44 Non-resident/ 8 week session

***All classes are subject to change. Additional classes may be added or times may be changed based on patrons needs.



Spring 2011 MON/WED Session April 11 - May 4

reprint in intery i	
Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
14 ¹	
Level 1	6:00 - 6:30 pm
Level 2	6:00 - 6:30 pm
Level 3	6:30 - 7:00 pm
Adult 1	6:30 - 7:00 pm

MON/WED Session

May 9 - June 1

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

SATURDAY Session

 April 2 - May 21

 Preschool 1
 9:00 - 9:30 am

 Parent and Child A
 9:00 - 9:30 am

 Level 1
 9:30 - 10:00 am

 Level 2
 9:30 - 10:00 am

 Level 3
 10:00 - 10:30 am

 Adult 1
 10:00 - 10:30 am



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

SUMMER 2011 MON - THUR Session June 6 - 16

June 0 - 10	
Parent & Child A	5:30 - 6:00 pm
Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Preschool 2	5:30 - 6:00 pm
Parent & Child B	6:00 - 6:30 pm
Preschool 3	6:00 - 6:30 pm
Level 1	6:00 - 6:30 pm
Level 2	6:00 - 6:30 pm
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Level 3	6:30 - 7:00 pm
Adult 1	6:30 - 7:00 pm
Level 3	6:30 - 7:00 pm
level 4	6:30 - 7:00 pm
Adult 2	7:00 - 7:30 pm
Level 5	7:00 - 7:30 pm

SATURDAY Session

June 11 - July 30

Preschool 1	9:00 - 9:30 am
Parent and Child A	9:00 - 9:30 am
Level 1	9:30 - 10:00 am
Level 2	9:30 - 10:00 am
Level 3	10:00 - 10:30 am
Adult 1	10:00 - 10:30 am

Parent & Child A	5:30 - 6:00 pm
Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Preschool 2	5:30 - 6:00 pm
Parent & Child B	6:00 - 6:30 pm
Preschool 3	6:00 - 6:30 pm
Level 1	6:00 - 6:30 pm
Level 2	6:00 - 6:30 pm
Level 3	6:30 - 7:00 pm
Adult 1	6:30 - 7:00 pm
Level 3	6:30 - 7:00 pm
level 4	6:30 - 7:00 pm
Adult 2	7:00 - 7:30 pm

Level 5

7:00 - 7:30 pm



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

Summer 2011 Cont. MON - THUR Session July 5 - 14 (make up date on July 8)

July 5 - 14 (make up date on July 6)	
Parent & Child A	5:30 - 6:00 pm
Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Preschool 2	5:30 - 6:00 pm
Parent & Child B	6:00 - 6:30 pm
Preschool 3	6:00 - 6:30 pm
Level 1	6:00 - 6:30 pm
Level 2	6:00 - 6:30 pm
Level 3	6:30 - 7:00 pm
Adult 1	6:30 - 7:00 pm
Level 3	6:30 - 7:00 pm
level 4	6:30 - 7:00 pm
Adult 2	7:00 - 7:30 pm
Level 5	7:00 - 7:30 pm

MON - THUR Session

July 25 - August 4	
Parent & Child A	5:30 - 6:00 pm
Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Preschool 2	5:30 - 6:00 pm
Parent & Child B	6:00 - 6:30 pm
Preschool 3	6:00 - 6:30 pm
Level 1	6:00 - 6:30 pm
Level 2	6:00 - 6:30 pm
Level 3	6:30 - 7:00 pm
Adult 1	6:30 - 7:00 pm
Level 3	6:30 - 7:00 pm
level 4	6:30 - 7:00 pm
Adult 2	7:00 - 7:30 pm
Level 5	7:00 - 7:30 pm



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

FALL 2011 MON/WED Session

August 15 - September 7 (No class Sept. 5, Make up date Sept 6)

Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Level 1	6:00 - 6:30 pm
Level 2	6:00 - 6:30 pm
Level 3	6:30 - 7:00 pm
Adult 1	6:30 - 7:00 pm