

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 24, 2012 ☒ Consent ☐ Regular
[] Workshop [] Public Hearing
Department _____
Submitted For: FIRE RESCUE

I. EXECUTIVE BRIEF

Motion and Title:

Staff recommends motion to receive and file four (4) original standard agreements for the Fire Rescue Department:

- A) Independent Contractor Agreement for Swimming Lessons with the Young Men's Christian Association of the Palm Beaches, Inc.; and
- B) Interlocal Agreement for Swimming Lessons with the City of Delray Beach; and
- C) Interlocal Agreement for Swimming Lessons with the City of Boynton Beach; and
- D) 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, four (4) 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 the Palm Beaches, Inc.
- 2. Interlocal Agreement for Swimming Lessons with the City of Delray Beach
- 3. Interlocal Agreement for Swimming Lessons with the City of Boynton Beach
- 4. Interlocal Agreement for Swimming Lessons with the City of West Palm Beach

Recommended By: Jeffrey P. Gell 12/21/2011
Deputy Chief Date

Approved By: Steve J. J. J. 12/21/11
Fire-Rescue Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<i>* see below</i>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

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

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

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

C. Departmental Fiscal Review: *mirha mery*

III. REVIEW COMMENTS

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

N. Diaz 1/4/2012
OFMB VA

Dr. J. Jacob 1/11/12
Contract Dev. and Control
1-10-12 B. Wheeler

B. Legal Sufficiency:

Paul F. Jr. 1/12/12
Assistant County 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 14th day of November, 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 Young Men's Christian Association of the Palm Beaches, Inc., an entity authorized to do business in the State of Florida and whose Federal I.D. Number is 59-0624470 (hereinafter referred to as "CONTRACTOR").

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

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

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

ARTICLE 1 - SERVICES

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

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

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

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on October 1, 2011 and shall remain in effect until September 30, 2012.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. For swimming classes provided by CONTRACTOR in exchange for DPC Learn to Swim Program vouchers, COUNTY shall pay CONTRACTOR its usual and customary fee per class as set forth in **Exhibit A** hereto, up to a maximum of \$50.00 per class series provided to a voucher holder. As provided in Resolution No. R-2005-1906, the total payments to all swimming lesson providers utilized in the DPC Learn to Swim Program for each fiscal year shall not exceed the amount budgeted by COUNTY for this purpose for said fiscal year.
- B. CONTRACTOR shall invoice COUNTY monthly based on the number of swimming lesson classes provided hereunder. Invoices shall include a list of the names and contact information of students to whom lessons were actually provided, the name, dates, and times of the classes provided, and any other documentation deemed necessary by COUNTY to verify that services have been rendered in conformity with this Agreement and any applicable DPC Learn to Swim Program criteria, policies and procedures.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

ARTICLE 6 - PERSONNEL

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. CONTRACTOR shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY=S review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Commercial General Liability CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County=s Risk Management Department. CONTRACTOR shall provide this coverage on a primary basis.

Worker=s Compensation Insurance & Employers Liability CONTRACTOR shall maintain Worker=s Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONTRACTOR shall provide this coverage on a primary basis.

Additional Insured CONTRACTOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read APalm 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.

Waiver of Subrogation CONTRACTOR hereby waives any and all rights of Subrogation against COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Prior to execution of this Agreement, CONTRACTOR shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

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 the Palm Beaches – Edwin Brown Branch
2085 South Congress Ave.
West Palm Beach, FL 33406

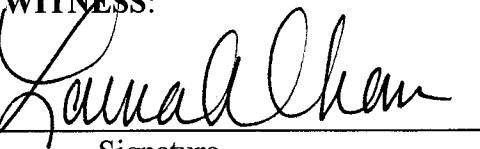
Attn: Cindy Dube, Aquatics Director

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

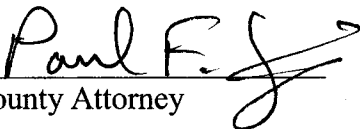
The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded 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 
County Attorney

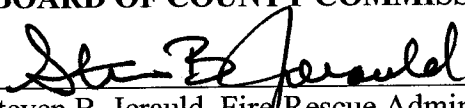
WITNESS:


Signature
Kim Luchina
Name (type or print)

WITNESS:


Signature
Cindy Duke
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

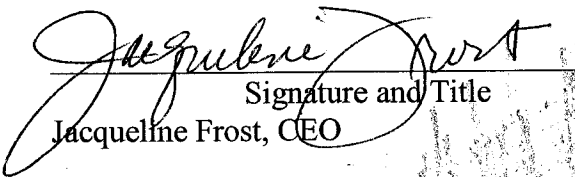
APPROVED AS TO TERMS
AND CONDITIONS

By 
Palm Beach County Fire-Rescue

CONTRACTOR:

The Young Men's Christian Association of the Palm Beaches, Inc.

Typed Company Name

 CEO
Signature and Title
Jacqueline Frost, CEO

Typed Name and Title

(corp. seal)

EXHIBIT "A"

Swim Lesson Dates 2012



- April 2-28, 2012
- April 30-May 26, 2012
- June 2-28, 2012
- June 30-July 26, 2012
- July 28-August 23, 2012
- September 1-27, 2012



* Taught by certified Swim Lesson Instructors.

* Each lesson is a 45 min in length.

*Registration for Swim Lesson does not automatically repeat; you must re-register each month either online at www.ymcapalmbeaches.org or in person at our Edwin W. Brown branch.

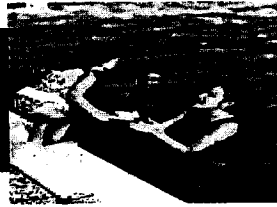
*Participants receive a Progress Report at the end of the month.

* **Refunds may be issued for medical reasons only;** a doctor's note is required.

* Credits or make up classes will be issued if a Swim Lesson **is cancelled due to inclement weather. Otherwise, no refunds or make-up sessions are given**

YMCA of the Palm Beaches
2085 South Congress Ave
West Palm Beach, FL 33406
561*968*9622

Group Swim Lessons



Classes Offered

Visit us at: www.ymcapalmbeaches.org



SHRIMP - Parent-Child (6 to 36 months)

A parent and child work together to provide the child with a positive first experience in the water. In this class, parents will learn the basic cues and holds to teach their children basic water skills. Fundamental skills will be introduced through songs, games and activities. The SHRIMP program prepares the child for group lessons without a parent or guardian in the water.



RAY - (3 to 5 years)

The RAY level is designed for an intermediate pre-preschooler who is able to swim 30 feet on their own. The child learns to swim more independently. Children will float on front and back without a float belt; tread water with a float belt; swim front/back crawl, breaststroke, elementary backstroke, and side-stroke 20 feet without a float belt. Stroke improvement and endurance are the prime objectives.



GUPPY - (6 and up)

Children continue to practice and build upon basic skills without aid of floatation devices. They are introduced to front and back crawl, side stroke, breast stroke and elementary back stroke. More synchronized swimming and wet ball skills are taught. Diving skills are being taught as well.



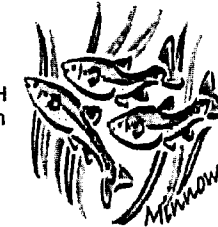
PIKE - (3 to 5 years)

At this level, children attend classes without their parents in the water. It helps build confidence, develop safe behavior and water adjustment. It focuses on teaching basic paddle stroke, kicking skills, pool safety and increasing comfortableness putting face in the water while blowing bubbles.



STARFISH - (3 to 5 years)

This advanced class is designed for the swimmer too young to participate in the Guppy level yet ready for advanced skills. STARFISH refines strokes learned previously in RAY without a float belt; child does the front and back float for one minute and does a head first dive without assistance. Course includes an introduction to additional safety skills, increased endurance, water sports and stroke refinement.



MINNOW - (6 and up)

This intermediate level class will encourage endurance building, stroke development and safety skills. MINNOW further refines the child's strokes and dives, as well as, increasing pool and personal safety, boating, and rescue skills. Children will learn to swim 25 yards using front/back crawl. Advanced strokes including the backstroke, breaststroke, and sidestroke will be taught.



EEL - (3 to 5 years)

EEL swimmers are the advanced beginner level that reinforces PIKE skills. Your child will learn to paddle on their front, back and side without a float belt; jump in without assistance; EEL swimmers are comfortable in the water and able to swim on their own without support for a short distance. Additional endurance and skill performance will be included at this level.



POLLIWOG (6 and up)

This class is for the novice swimmer with little or no swimming skills or who has a fear of the water. POLLIWOG is the beginning level for school age children who have never taken YMCA lessons. The class is designed to have the child become acquainted with the water. Children will learn the fundamentals of swimming.



FISH - (6 and up)

This class builds on previous skills by adding the butterfly stroke, first aid, basic snorkel skills and teamwork. At this level children continue to swim strokes adding the appropriate turns and building endurance. The child will also perform floats; swim butterfly stroke; head/feet first sculling; head-first dive and swim down 6 - 8 feet.

Adult (12- up)

This class is for the novice swimmer with little or no swimming skills or who has a fear of the water. Participants will learn the fundamentals of swimming and may be taken into the deep water at this level. Instructors will work on individual skills with each swimmer.

2 DAYS A WEEK LESSONS (Monday/Wednesday or Tuesday/Thursday)

Active Y Members \$40.00 for 1 month
Community Members \$80.00 for 1 month

1 DAY A WEEK LESSONS (Saturday)

Active Y Members \$25.00 for 1 month
Community Members \$55.00 for 1 month



of the Palm Beaches 2085 South Congress Ave.

West Palm Beach, FL 33406

Session 4

April 2 - 28

Registration Date: March 24, 2012

Monday/ Wednesday

4:00	Guppy	Pike
4:45	Minnow	Guppy
5:30	Pike	Ray
6:15	Starfish	Polliwog

Tuesday/ Thursday

4:00	Eel	Pike
4:45	Guppy	Fish
5:30	Jr. Waves	Polliwog
6:15		Pike

Saturday

9:00	Eel	Minnow	Pike
9:45	Pike	Guppy	Polliwog
10:30	Polliwog	Pike	Ray
11:15	Ray	Pike	Guppy
12:00	Pike	Polliwog	Eel
12:45	Guppy	Pike	Polliwog

3-5 year olds	6-11 year olds	Misc Classes
Pike 6	Polliwog 6	Parent / Tot 10
Eel 6	Guppy 6	Adult 10
Ray 6	Minnow 6	
Starfish 6	Fish 8	

2:30	polliwog	Eel
3:15	Pike	Starfish
4:00	Parent tot	Adult

M/W	April 2 - 25
T/Th	April 3 - 26
Sat	April 7 - 28

Pass/Stays are due by: April 20, 2012



of the Palm Beaches 2085 South Congress Ave.

West Palm Beach, FL 33406

Session 5

April 30 - May 26

Registration Date: April 21, 2012

Monday/ Wednesday

4:00	Guppy	Pike
4:45	Minnow	Guppy
5:30	Pike	Ray
6:15	Starfish	Polliwog

Tuesday/ Thursday

4:00	Eel	Pike
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5:30	Jr. Waves	Polliwog
6:15		Pike

Saturday

9:00	Eel	Minnow	Pike
9:45	Pike	Guppy	Polliwog
10:30	Polliwog	Pike	Ray
11:15	Ray	Pike	Guppy
12:00	Pike	Polliwog	Eel
12:45	Guppy	Pike	Polliwog

3-5 year olds	6-11 year olds	Misc Classes
Pike 6	Polliwog 6	Parent / Tot 10
Eel 6	Guppy 6	Adult 10
Ray 6	Minnow 6	
Starfish 6	Fish 8	

2:30	polliwog	Eel
3:15	Pike	Starfish
4:00	Parent tot	Adult

M/W	April 30 - May 23
T/Th	May 1 - 24
Sat	May 5 - 26

Pass/Stays are due by: May 18, 2012



of the Palm Beaches 2085 South Congress Ave.

West Palm Beach, FL 33406

Session 6 June 2 - 28

Registration Date: May 19, 2012

Monday/ Wednesday

4:00	Guppy	Pike	Polliwog
4:45	Minnow	Guppy	Pike
5:30	Pike	Ray	Polliwog
6:15	Starfish	Polliwog	Pike

Tuesday/ Thursday

4:00	Eel	Pike	Polliwog
4:45	Guppy	Fish	Pike
5:30	Jr. Waves	Polliwog	Pike
6:15		Pike	Polliwog

Saturday

9:00	Eel	Minnow	Pike
9:45	Pike	Guppy	Polliwog
10:30	Polliwog	Pike	Ray
11:15	Ray	Pike	Guppy
12:00	Pike	Polliwog	Eel
12:45	Guppy	Pike	Polliwog

3-5 year olds	6-11 year olds	Misc Classes
Pike 6	Polliwog 6	Parent / Tot 10
Eel 6	Guppy 6	Adult 10
Ray 6	Minnow 6	
Starfish 6	Fish 8	

2:30	polliwog	Eel
3:15	Pike	Starfish
4:00	Parent tot	Adult

M/W	June 4 - 27
T/Th	June 5 - 28
Sat	June 2 - 23

Pass/Stays are due by: June 15, 2012



of the Palm Beaches 2085 South Congress Ave.

West Palm Beach, FL 33406

Session 7

June 30 - July 26

Registration Date: June 16, 2012

Monday/ Wednesday

4:00	Guppy	Pike	Polliwog
4:45	Minnow	Guppy	Pike
5:30	Pike	Ray	Polliwog
6:15	Starfish	Polliwog	Pike

Tuesday/ Thursday

4:00	Eel	Pike	Polliwog
4:45	Guppy	Fish	Pike
5:30	Jr. Waves	Polliwog	Pike
6:15		Pike	Polliwog

Saturday

9:00	Eel	Minnow	Pike
9:45	Pike	Guppy	Polliwog
10:30	Polliwog	Pike	Ray
11:15	Ray	Pike	Guppy
12:00	Pike	Polliwog	Eel
12:45	Guppy	Pike	Polliwog

3-5 year olds	6-11 year olds	Misc Classes
Pike 6	Polliwog 6	Parent / Tot 10
Eel 6	Guppy 6	Adult 10
Ray 6	Minnow 6	
Starfish 6	Fish 8	

2:30	polliwog	Eel
3:15	Pike	Starfish
4:00	Parent tot	Adult

M/W	July 2 - 25
T/Th	July 3 - 26
Sat	June 30 - July 21

Pass/Stays are due by: July 20, 2012



of the Palm Beaches 2085 South Congress Ave.

West Palm Beach, FL 33406

Session 8

July 28 - August 23

Registration Date: July 21, 2012

Monday/ Wednesday

4:00	Guppy	Pike	Polliwog
4:45	Minnow	Guppy	Pike
5:30	Pike	Ray	Polliwog
6:15	Starfish	Polliwog	Pike

Tuesday/ Thursday

4:00	Eel	Pike	Polliwog
4:45	Guppy	Fish	Pike
5:30	Jr. Waves	Polliwog	Pike
6:15		Pike	Polliwog

Saturday

9:00	Eel	Minnow	Pike
9:45	Pike	Guppy	Polliwog
10:30	Polliwog	Pike	Ray
11:15	Ray	Pike	Guppy
12:00	Pike	Polliwog	Eel
12:45	Guppy	Pike	Polliwog

3-5 year olds	6-11 year olds	Misc Classes
Pike 6	Polliwog 6	Parent / Tot 10
Eel 6	Guppy 6	Adult 10
Ray 6	Minnow 6	
Starfish 6	Fish 8	

2:30	polliwog	Eel
3:15	Pike	Starfish
4:00	Parent tot	Adult

M/W	July 30 - Aug 22
T/Th	July 31 - Aug 23
Sat	July 28 - Aug 18

Pass/Stays are due by: August 17, 2012



of the Palm Beaches 2085 South Congress Ave.

West Palm Beach, FL 33406

Session 9

September 1 - 27

Registration Date: August 18, 2012

Monday/ Wednesday

4:00	Guppy	Pike
4:45	Minnow	Guppy
5:30	Pike	Ray
6:15	Starfish	Polliwog

Tuesday/ Thursday

4:00	Eel	Pike
4:45	Guppy	Fish
5:30	Jr. Waves	Polliwog
6:15		Pike

Saturday

9:00	Eel	Minnow
9:45	Pike	Guppy
10:30	Polliwog	Pike
11:15	Ray	Pike
12:00	Pike	Polliwog
12:45	Guppy	Pike

3-5 year olds	6-11 year olds	Misc Classes
Pike 6	Polliwog 6	Parent / Tot 10
Eel 6	Guppy 6	Adult 10
Ray 6	Minnow 6	
Starfish 6	Fish 8	

2:30	polliwog	Eel
3:15	Pike	Starfish
4:00	Parent tot	Adult

M/W	September 3 - 26
T/Th	September 4 - 27
Sat	September 1 - 22

Pass/Stays are due by: September 21, 2012



CERTIFICATE OF LIABILITY INSURANCE

OP ID DE

DATE (MM/DD/YYYY)
10/26/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Massey, Clark, Fischer, Inc. 400 Executive Ctr Dr, Ste 205 West Palm Beach FL 33401 Phone:561-478-1660 Fax:561-478-6876	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: YMCAO-1														
INSURED YMCA Of The Palm Beaches, Inc. 2085 S. Congress West Palm Beach FL 33406	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Granite State Insurance Compan</td><td>01375</td></tr><tr><td>INSURER B: Lexington Insurance Company</td><td></td></tr><tr><td>INSURER C: Employers Preferred Ins. Co.</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Granite State Insurance Compan	01375	INSURER B: Lexington Insurance Company		INSURER C: Employers Preferred Ins. Co.		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																																																	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																																			
<table><tr><th>INSR LTR</th><th>TYPE OF INSURANCE</th><th>ADDL INSR</th><th>SUBR WVD</th><th>POLICY NUMBER</th><th>POLICY EFF (MM/DD/YYYY)</th><th>POLICY EXP (MM/DD/YYYY)</th><th>LIMITS</th></tr><tr><td>A</td><td>GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</td><td></td><td>X</td><td>02LX0037865166 02LX0037865166</td><td>04/01/11 04/01/11</td><td>04/01/12 04/01/12</td><td>EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Empl Benef \$ 1,000,000</td></tr><tr><td>A</td><td>AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Phy Dmg</td><td></td><td></td><td>02LX0037865166 02LX0037865166</td><td>04/01/11 04/01/11</td><td>04/01/12 04/01/12</td><td>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$</td></tr><tr><td>A</td><td>UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000</td><td></td><td></td><td>02UD0046598715</td><td>04/01/11</td><td>04/01/12</td><td>EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ \$ \$</td></tr><tr><td>C</td><td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below</td><td>Y/N</td><td>N/A</td><td>8IG1267858</td><td>01/01/11</td><td>01/01/12</td><td>WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000</td></tr><tr><td>B</td><td>Property</td><td></td><td></td><td>41LX0091998251</td><td>04/01/11</td><td>04/01/12</td><td>Bldg/PP 4167986</td></tr></table>	INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X	02LX0037865166 02LX0037865166	04/01/11 04/01/11	04/01/12 04/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Empl Benef \$ 1,000,000	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Phy Dmg			02LX0037865166 02LX0037865166	04/01/11 04/01/11	04/01/12 04/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			02UD0046598715	04/01/11	04/01/12	EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ \$ \$	C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	8IG1267858	01/01/11	01/01/12	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000	B	Property			41LX0091998251	04/01/11	04/01/12	Bldg/PP 4167986	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Property Coverage includes Building/Contents at 2085 S. Congress Ave, West Palm Beach, FL 33406 and 210 SE 134th Ave. Micanopy, FL 32667, Special Form. Certificate holder is named as additional insured		
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																												
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CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Attn: Anna Stewart 405 Pike Rd. West Palm Beach FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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INTERLOCAL AGREEMENT FOR SWIMMING LESSONS

This Agreement is made as of the 29th day of November, 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 Delray Beach, a Florida municipal corporation located in Palm Beach County, Florida. (hereinafter referred to as "MUNICIPALITY").

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

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

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

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

ARTICLE 1 - SERVICES

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

The swimming lesson classes shall be provided at MUNICIPALITY'S aquatic facility. MUNICIPALITY agrees to provide and maintain its facility in a safe, clean and hygienic manner and in accordance with all safety and health standards and all other applicable laws and regulations. MUNICIPALITY agrees to provide and maintain in proper working order all equipment necessary to provide and maintain the services and facility as provided herein. MUNICIPALITY represents and

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

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

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on October 1, 2011 and shall remain in effect until September 30, 2012.

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.

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

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 33411-3815
Attn: Fire-Rescue Administrator

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

City of Delray Beach
50 NW 1st Ave
Delray Beach, FL 33444
Attn: Alberta Gaum

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.

Remainder of this page left blank intentionally.

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

WITNESS

Laura A. Chan
Signature

Laura A. Chan
Name (type or Print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Paul F. J.
County Attorney

ATTEST:

By: Donald D. Nelson
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: R. M.
City Attorney

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

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

APPROVED AS TO TERMS
AND CONDITIONS

By: Jeffrey P. Coleman
Palm Beach County Fire-Rescue

CITY OF DELRAY BEACH, FLORIDA

By: Nelson S. McDuffie
Nelson S. McDuffie, Mayor

EXHIBIT "A"

Aquatics Division

1101 NW 2nd Street
Delray Beach
Florida
33444

Phone
561. 243. 7358

Fax
561. 243. 7346

E-Mail
smithg@mydelraybeach.com

On the Web
www.mydelraybeach.com



Exhibit A Drowning Prevention Coalition of Palm Beach County

To: Drowning Prevention Coalition of Palm Beach County
From: Gerard Smith, Aquatic Operation Supervisor
Date: October 1, 2011

Details: 2011-12 Group Swim Lessons, Fees, Courses, Description, Instructor & Student Ratio

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

Fees: \$30.00 for Delray Beach Residents
\$35.00 for Delray Beach Non-Residents

Swim Lesson Spring Swim Lessons held during the month of May Schedule:

Session I (05/01/12-05/24/12) T/TH

Summer Swim Lesson held during the month of June to August

Session I (06/12/12-06/22/12) T-F
Session II (07/03/12-07/17/12) T-F
Session III (07/24/12-08/03/12) T-F
Session IV (08/07/12-08/17/12) T-F

Saturday Summer Swim Lessons June to August

Session I (06/02/12-07/21/12) Sat.
Session II (08/04/12-09/22/12) Sat.

Aquatics Division

1101 NW 2nd Street
Delray Beach
Florida
33444

Phone
561. 243. 7358

Fax
561. 243. 7346

E-Mail
smithg@mydelraybeach.com

On the Web
www.mydelraybeach.com



Exhibit A

Drowning Prevention Coalition of Palm Beach County

Course Descriptions/Number Enrolled/Days Offered

Parent & Child Program 9-9:30 am, 9:30-10 am & 3-3:30 pm PP & DSC
Developed for children 6 months to 5 years of age. American Red Cross standards
Parent & Child participate in several guided practice sessions that help children learn
readiness skills to move on to instruction classes and educate parents with water safety
precautions.
Saturday eight sessions
One instructor /10 students

Level 1 Introduction to Water Skills 10-10:45 am, 3-3:45 pm & 10:15-11 am (Sat.) PP & DSC
Level 3 Stroke Development 10-10:45 am, 3-3:45 pm & 10:15-11 am (Sat.) PP & DSC
Introduction to Water Skills: Helps students feel comfortable in the water and enjoy the water
safely.
Stroke Development builds on the level 2 skills by providing additional guided practice.

Tuesday & Thursday eight sessions
Tuesday - Friday eight sessions
Saturday eight sessions
Age 5-14 years of age
One instructor/6 students

Level 2 Fundamental Aquatic Skills 11-11:45 am, 4-4:45 pm & 11:15-12 noon (Sat.) PP & DSC
Level 4 Stroke Improvement 11-11:45 am, 4-4:45 pm & 11:15-12 noon (Sat.) PP & DSC
Students learn fundamental skills and swim on their own with guidance from the instructor.
Stroke improvement gives the student steps to improve their swim strokes.

Tuesday & Thursday eight sessions
Tuesday - Friday eight sessions
Saturday eight sessions
Age 5-14 years of age
One instructor/6 students

Level 5 & 6 Competitive Swimming 2-3:30 pm (Sat.) & 5:30-7 pm (Tu. & Th.) PP
Stroke improvement, fitness, and diving. This class will have you on a swim team in no time.

Tuesday & Thursday eight sessions
Saturday eight sessions
Age 5-18 years of age
One instructor/15 students
(more instructors will be added for students ratio)

Adult 4-4:45 pm (Sat.) & 6-6:45 pm (Wed. & Fri.) PP
Improves various swim skills from level 1 through 6. Good for parents, young adults, and
seniors.

Wednesday & Friday eight sessions
Saturday eight sessions
Ages 18 to 100+
One instructor/10 students

NOTE: Days and times of the lessons may change due to weather and staffing.

Gerard A. Smith, Aquatic Operations Supervisor

R11-116

INTERLOCAL AGREEMENT FOR SWIMMING LESSONS

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

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

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

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

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

ARTICLE 1 - SERVICES

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

The swimming lesson classes shall be provided at MUNICIPALITY'S aquatic facility. MUNICIPALITY agrees to provide and maintain its facility in a safe, clean and hygienic manner and in accordance with all safety and health standards and all other applicable laws and regulations. MUNICIPALITY agrees to provide and maintain in proper working order all equipment necessary to provide and maintain the services and facility as provided herein. MUNICIPALITY represents and

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

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

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on October 1, 2011 and shall remain in effect until September 30, 2012.

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.

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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.

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405 Pike Road
West Palm Beach, FL 33411-3815
Attn: Fire-Rescue Administrator

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

City of Boynton Beach
Hester Center
1901 North Seacrest Boulevard
Boynton Beach, FL 33435-2232
Attn: Todd Johnson, Hester Center 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.

Remainder of this page left blank intentionally.

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

WITNESS

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

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

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS
AND CONDITIONS

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

ATTEST:

By: *Janet M. Priarinto*
City Clerk

CITY OF BOYNTON BEACH, FLORIDA

By: *[Signature]*
Jose Rodriguez, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*
City Attorney



***LEARN TO SWIM PROGRAM**

City of Boynton Beach John H. Denson Pool
225 NW 12th Avenue Boynton Beach Florida, 33435
Exhibit A

Level I, Introduction to Water Skills:

Children will learn basic water safety and swimming skills at a beginner level in order to progress to the intermediate Level II.

Ratio: 1 instructor for every 6 Children

Level II, Fundamental Aquatic Skills:

Children will develop swimming techniques at an intermediate level in order to progress to the advanced Level III.

Ratio: 1 instructor for every 6 Children

Cost: All Learn to Swim classes are \$30 for residents and \$38 for non-residents per child, per session.

* All classes subject to change due to inclement weather or staffing issues.

Boynton Beach Head Start (24 children per session) Spring 2012:

Session I:	2/7/2012 – 2/17/2012
Session II:	2/21/2012 – 3/2/2012
Session III:	3/6/2012 – 3/16/2012
Session IV:	3/20/2012 – 3/30/2012

Times: Per Level

<u>Level I</u>	<u>Level II</u>
11:00 AM – 12:00 PM	11:00 AM – 12:00 PM

When: Tuesday - Friday

Spring 2012 Week Day Sessions

When: Tuesday & Thursday or Wednesday & Friday for four weeks

- Session 1: 1/10-2/2; 1/11-2/3
- Session 2: 2/7-3/1; 2/8-3/2
- Session 3: 3/6-4/5; 3/7-4/6 (no classes 3/20-3/23)
- Session 4: 4/10-5/3; 4/11-5/4
- Session 5: 5/8-5/31; 5/9-6/1

Times: Per Level

<u>Level I</u>	<u>Level II</u>
2:30 – 3:00 PM	2:30 – 3:00 PM
3:00 – 3:30 PM	3:00 – 3:30 PM
5:00 – 5:30 PM	5:00 – 5:30 PM
5:30 – 6:00 PM	5:30 – 6:00 PM

Spring 2012 Saturday Sessions

When: Saturday

- Session I: 2/4/12-2/25/12
- Session II: 3/3/12-3/31/12 (no class March 24th)
- Session III: 4/7/12-4/28/12
- Session IV: 5/5/12-5/26/12

Times: Per Level

<u>Level I</u>	<u>Level II</u>
10:30 AM – 11:15 AM	10:30 – 11:15 AM
11:15 AM-12:00 PM	11:15 AM-12:00 PM

WPB CONTRACT # 11082
Res. 261-11

INTERLOCAL AGREEMENT FOR SWIMMING LESSONS

This Agreement is made as of the 16th day of December, 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

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

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

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

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

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on October 1, 2011 and shall remain in effect until September 30, 2012.

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.

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

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 33411-3815
Attn: Fire-Rescue Administrator

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

City of West Palm Beach
401 Clematis Street, 2nd Floor
West Palm Beach, FL 33401
Attn: Ed Mitchell, 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.

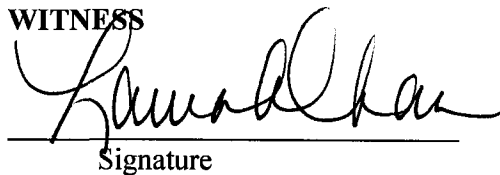
ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

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.

Remainder of page left blank intentionally.

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

WITNESS

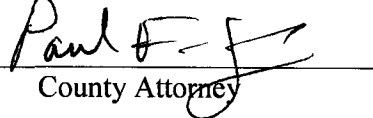


Signature

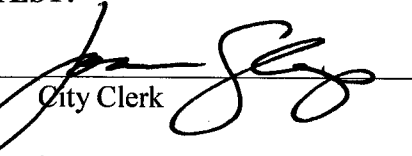
Laura A. Chan

Name (type or Print)

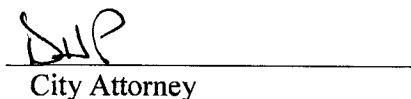
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

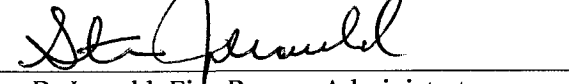
ATTEST:

By: 
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
City Attorney

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

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

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Palm Beach County Fire-Rescue

CITY OF WEST PALM BEACH, FLORIDA

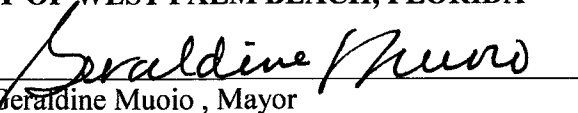
By: 
Geraldine Muoio, Mayor

EXHIBIT "A"



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

EXHIBIT "A"

Learn to Swim Classes

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

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 approximately 2 years old that have no water experience of one previous session of a water adjustment session.

Level B

18 months through approximately 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

Children begin the youth swimming program around 6 years of age. 4 and 5 year olds may be enrolled if they have been previously enrolled in our preschool program. 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. To ensure proper placement of your child, on-line registration is not available for learn to

Level 1 – Introduction to Water Skills

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

Level 2 – Fundamental Aquatic Skills

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

Level 3 – Stroke Development

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

Level 4 – Stroke Improvement

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



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

Level 5 – Stroke Refinement

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

Level 6 – Personal Water Safety

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

Level 6 - Fitness Swimmer

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

Level 6 – Lifeguard Readiness

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

Adult Learn to Swim

Level 1

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

Level 2

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

Level 3

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

Weekday Courses

Ages: 6 months - adult
Days: Monday - Thursday OR Monday/Wednesday
8, 30 minute lessons
Fees: \$35.00.00 Resident
\$44.00 Non-resident
\$20.00 summer camp groups, minimum 25 participants

Saturday Courses

Ages: 6 months - adult
Day: Saturday/8, 30 minute lessons
Fees: \$35.00 Resident
\$44.00 Non-resident

Summer Camp Groups

Ages: 5 -12
Day: Lesson time to be scheduled with group
6, 30 minute lessons
Fees: \$20.00, minimum 25 participants

Warren Hawkins Aquatic Center
City of West Palm Beach
2012 Swim Lesson Schedule

All course dates are subject to change due to weather conditions
or a demand for certain courses to be added for user groups.

Spring 2012

MON/WED Session 2 times a week for
April 2 - 26

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

MON/WED Session
April 30 - May 23

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 14 - June 2

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
City of West Palm Beach
2012 Swim Lesson Schedule

SUMMER 2012

MON - THUR Session

June 4 - 14

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

June 18 - 28

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
City of West Palm Beach
2012 Swim Lesson Schedule

Summer 2011 Cont.

SATURDAY Session

June 16 - August 4

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

MON - THUR Session

July 9 - July 20

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 30 - August 9

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
City of West Palm Beach
2012 Swim Lesson Schedule**

**FALL 2012
MON/WED Session**

August 13 - September 5 (no class on Sept 3, make up 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