



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>* _____</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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: \_\_\_\_\_

*[Handwritten signature]*

III. REVIEW COMMENTS

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

*[Handwritten signature]* 4/3/2013  
 OFMB  
 4/2 41

*[Handwritten signature]* 4/16/13  
 Contract Dev. and Control  
 4-16-13 B. Wheeler

B. Legal Sufficiency:

*[Handwritten signature]* 4/16/13  
 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 21<sup>st</sup> day of March, 2013, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Young Men's Christian Association of South Palm Beach County, Inc., an entity authorized to do business in the State of Florida and whose Federal I.D. Number is 59-1416281 (hereinafter referred to as "CONTRACTOR").

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

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

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

**ARTICLE 1 - SERVICES**

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

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

which must evidence a satisfactory inspection.

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

#### **ARTICLE 2 – COMMENCEMENT AND TERM**

This Agreement shall commence on October 1, 2012 and shall remain in effect until September 30, 2013.

#### **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, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

**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 Palm Beach County Code, Section 2-421 – 2-440, 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 Palm Beach County Code, Section 2-421 – 2-440, 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:

DeVos-Blum Family YMCA of Boynton Beach  
9600 South Military Trail  
Boynton Beach, Fl 33436  
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:

Laura A. Chau  
Signature  
Laura A. Chau  
Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By Paul F. J.  
County Attorney

WITNESS:

C. Dulse  
Signature  
Cindy Dulse  
Name (type or print)

WITNESS:

Peggy Conklin  
Signature  
PEGGY CONKLIN  
Name (type or print)

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

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

APPROVED AS TO TERMS AND CONDITIONS

By Jeffrey P. Collins  
Palm Beach County Fire-Rescue

CONTRACTOR:

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

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

(corp. seal)

**EXHIBIT "A"**



**Peter Blum Family YMCA  
6631 Palmetto Circle South  
Boca Raton, FL 33433  
Exhibit A**

- The cost of lessons for DPC buck participants is \$50.00.
- The cost of large group lessons, groups over 20, will be charged at a rate of \$40.00 per participant.
- The cost for Y members: \$50 Non Y members: \$135

**Preschool 3 to 5 years old. (1:6 Ratio for all Preschool level classes)**

**Pike Level 1** - Pike swimmers will become accustomed to the water. Children will learn basic safety skills including breath control, paddling, floating and submerging underwater.

**Eel Level 2** - Eel swimmers should be comfortable in the water and able to swim on their own without instructor support for a short distance. Additional endurance and skill development will be included at this level.

**Ray Level 3** - Ray class is designed for intermediate level preschoolers who are able to swim on their own for 30 feet. Advanced swimming skills and safety issues are covered at this level.

**Starfish Level 4**- This class is designed for advanced level preschoolers who are able to swim the length of the pool or more.

**Youth 6 to 13 years old**

**Beginning Youth**

**Pollwog Level 1** - This class is for novice swimmers with little or no swimming skills and/or fear of the water. Children will learn the fundamentals of swimming and may be introduced to deep water at this level. Ratio 1:8

**Advanced Beginning Youth**

**Guppy Level 2** This class is designed for children with basic swimming skills and the ability to move through the water on their own. Stroke development and skill building are learned at this level. Children will begin swimming the length of the pool. Ratio 1:8

**Intermediate Youth**

**Minnow Level 3**- This intermediate level will encourage endurance building, stroke development and safety skills. Advance strokes, including backstroke, breaststroke, and sidestroke will be taught. Ratio 1:10

**Advanced Youth**

**Fish /Flying Fish Level 4**- This advanced, intermediate level will increase stroke refinement and introduce advanced synchronized swimming skills and rescue breathing. Ratio 1:10

**Shark Team Level 5**—This program is design for those youth who have completed the Fish level and think they might like to become a competitive swimmer. Program refines the 4 competitive strokes, Freestyle, Backstroke, Breaststroke and Butterfly and introduces Starts and finishes. Ratio 1:15



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

## **Sessions Dates:**

- All dates and times are subject to change due to weather and staffing

### ***Weekday & Saturday Sessions Dates:***

04/01/13-04/24/13 (Mon/Wed)  
04/02/13-04/25/13 (Tue/Thu)  
04/13/13-06/01/13 (Saturday)  
04/29/13-05/22/13 (Mon/Wed)  
04/30/13-05/23/13 (Tue/Thu)  
05/24/13-06/09/13 (Mon-Thu)  
06/08/13-07/27/13 (Saturday)  
08/05/13-08/28/13 (Mon/Wed)  
08/06/13-08/29/13 (Tue/Thu)  
08/10/13-09/28/13 (Saturday)  
09/02/13-09/25/13 (Mon/Wed)  
09/03/13-09/26/13 (Tue/Thu)

### ***Four times a week summer 2013 Sessions***

A1 06/10/13-06/20/13 (Mon - Thu)  
A2 06/24/13-07/04/13 (Mon - Thu)  
A3 07/08/13-07/18/13 (Mon - Thu)  
A4 07/22/13-08/01/13 (Mon - Thu)



Peter Blum Family YMCA 6631 Palmetto Circle South Boca Raton, FL 33436

## Class Times:

11:30am-12:00pm (Tue/Thu) Parent/Child (6-36 months)  
9:30am-10:00am (Mon/Wed) Parent Child (6-36 months)  
10:00am-10:30am (Mon/Wed) Preschool (3-5 years)  
10:30am-11:00am (Mon/Wed) Preschool (3-5 years)  
3:30pm-4:00pm (Mon/Wed & Tue/Thu) Preschool (3-5 years)  
4:00pm-4:45pm (Mon/Wed & Tue/Thu) Youth (6-11 years)  
4:50pm-5:20pm (Mon/Wed & Tue/Thu) Preschool (3-5 years)  
5:25pm-6:10pm (Mon/Wed & Tue/Thu) Youth (6-11 years)  
5:25pm-5:55pm (Mon/Wed & Tue/Thu) Parent/Child (6-36 months)  
6:15pm-6:45pm (Mon/Wed & Tue/Thu) Preschool (3-5 years)  
6:45pm-7:30pm (Mon/Wed & Tue/Thu) Teen/Adult (12 years & UP)  
9:00am-9:30am (Saturday) Parent/Child (6-36 months)  
9:00am-9:30am (Saturday) Preschool (3-5 years)  
9:35am-10:20am (Saturday) Youth (6-11 years)  
10:25am-10:55am (Saturday) Preschool (3-5 years)  
10:25am-10:55am (Saturday) Parent/Child (6-36 months)  
11:00am-11:45am (Saturday) Youth (6-11 years)  
11:00am-11:45am (Saturday) Teen/Adult (12 years & UP)

## Four X a week Summer Session Times:

11:30am-12:00pm Parent/Child (6-36 months)  
9:30am-10:00am Parent Child (6-36 months)  
10:00am-10:30am Preschool (3-5 years)  
10:30am-11:00am Preschool (3-5 years)  
3:30pm-4:00pm Preschool (3-5 years)  
4:00pm-4:45pm Youth (6-11 years)  
4:50pm-5:20pm Preschool (3-5 years)  
5:25pm-6:10pm Youth (6-11 years)  
5:25pm-5:55pm Parent/Child (6-36 months)  
6:15pm-6:45pm Preschool (3-5 years)  
6:45pm-7:30pm Teen/Adult (12 years & UP)  
9:00am-9:30am Parent/Child (6-36 months)  
9:00am-9:30am Preschool (3-5 years)  
9:35am-10:20am Youth (6-11 years)  
10:25am-10:55am Preschool (3-5 years)  
10:25am-10:55am Parent/Child (6-36 months)  
11:00am-11:45am (Saturday) Youth (6-11 years)



**11:00am-11:45am (Saturday) Teen/Adult (12 years & UP)**



**Devos Blum Family YMCA of Boynton Beach  
9600 S. Military Trail  
Boynton Beach, FL 33436  
Exhibit A**

- The cost of lessons for DPC buck participants is \$50.00.
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Devos Blum Family YMCA 9600 S. Military Trail Boynton Beach, FL 33436

## **Sessions Dates:**

- All dates and times are subject to change due to weather and staffing

### ***Weekday & Saturday Sessions April – October 2013***

- Session 1: April 1-25, 2013 (Weekday)
- Session 2: April 27 – June 15, 2013 (Saturday)
- Session 3: April 29 – May 23, 2013 (weekday)
- Session 4: June 3 – 27, 2013 (Weekday)
- Session 5: June 22 – August 10, 2013 (Saturday)
- Session 6: July 1 – 25, 2013 (weekday)
- Session 7: July 29 – August 22, 2013 (Weekday)
- Session 8: August 17 – October 5, 2013 (Saturday)
- Session 9: August 26 – September 19, 2013 (weekday)

### ***Four times a week summer 2013 Sessions***

- Session 1: June 10 – 20, 2013
- Session 2: June 24 – July 4, 2013 (Make up Fri. June 28)
- Session 3: July 8 – 18, 2013
- Session 4: July 22 – August 1, 2013
- Session 5: August 5 – 15, 2013



# Swimming Lessons April - May 2013

## Weekday Sessions:

April 1 - 25, 2013  
April 29 - May 23, 2013

### Morning Classes

	Tue/Thur
10:00	Parent/Child
10:30	PreSchool Age
11:00	Adult

### Preschool Lessons 30 Min Classes

	Mon/Wed	Tue/Thur
4:00	Pike Eel	Eel Pike
4:30	Eel Ray	Eel Starfish
5:00	Pike Eel	Pike Ray
5:30	Eel Starfish	Eel Pike
6:00	Pike	Pike



### Youth Lessons 45 Min Classes

	Mon/Wed	Tue/Thur
4:00	polliwog Guppy	guppy polliwog
5:00	guppy polliwog	polliwog minnow
6:00	minnow guppy	adult polliwog
7:00	Adult	Minnow

### Cost:

Members: \$50  
Youth Members: \$72  
Non-Members: \$130

Devos-Blum Family YMCA  
9600 S. Military Trl.  
Boynton Beach, FL 33436

Contact Cindy Dube  
Aquatic Director  
561-536-1406  
cdube@ymcaspbc.org



## Saturday Sessions:

March 2 - April 20, 2013

April 27 - June 15, 2013

### Preschool Lessons 30 Min Classes

Saturday		
9:00	Pike	Starfish
9:30	Eel	Parent Child
10:00	Pike	Ray
10:30	Eel	Pike
11:00	Pike	Eel
11:30	Pike	Parent Child

### Youth Lessons 45 Min Classes

Saturday		
9:00	Polliwog	Guppy
10:00	Guppy	Fish/ Flying Fish
11:00	Minnow	Adult
12:00	Shark/ Dolphin	



# Swimming Lessons Summer 2013

FOR YOUTH DEVELOPMENT\*  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

\*These lessons are 4 times a week for two weeks

**Dates:**  
**Session 1:** June 10 - 20, 2013  
**Session 2:** June 24 - July 4, 2013 (Make up Fri. June 28)  
**Session 3:** July 8 - 18, 2013  
**Session 4:** July 22 - 1, 2013  
**Session 5:** August 5 - 15, 2013

Y Members: \$50  
 Non Members \$130  
 Youth Members \$72

## Preschool Classes 30 minutes each

9:00 - 9:30 AM	Beginner
9:30 - 10:00 AM	Advanced
10:00 - 10:30 AM	Intermediate
10:30 - 11:00 AM	Intermediate/Advanced
11:00 - 11:30 AM	Beginner

## Youth Classes 45 minutes each

9:00 - 9:45 AM	Beginner
10:00 - 10:45 AM	Intermediate
11:00 - 11:45 AM	Intermediate/ Advanced

### Morning Classes

### Evening Classes

4:00 - 4:30 PM	Beginner
4:30 - 5:00 PM	Beginner/intermediate
5:00 - 5:30 PM	Advanced

4:00 - 4:45 PM	Beginner
5:00 - 5:45 PM	Intermediate
6:00 - 6:45 PM	Intermediate/ advanced

### Level Guidelines:

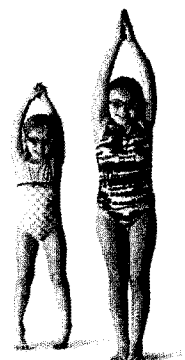
Beginner - Pike, Eel, Polliwog, Guppy

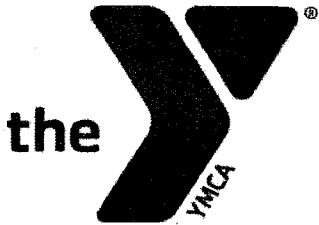
Intermediate - Eel, Guppy

Advanced - Ray, Starfish, Minnow, Fish, Flying Fish



Contact Cindy Dube  
 Aquatics Director  
 Devos Blum YMCA  
 9600 S. Military Trail  
 Boynton Beach, FL 33436  
 561-536-1406  
 cdube@ymcaspbc.org





# Swimming Lessons June - September 2013

## Weekday Sessions:

June 3 - 27, 2013

July 1 - 25, 2013

July 29 - Aug. 22, 2013

Aug. 26 - Sept. 19, 2013

### Morning Classes

	Mon/ Wed	Tue/Thur
10:00	Preschool	Parent/Child
10:30	Parent Child	PreSchool Age
11:00	Preschool	Adult

### Preschool Lessons 30 Min Classes

	Mon/Wed	Tue/Thur
4:00	Pike Eel	Eel Pike
4:30	Eel Ray	Eel Starfish
5:00	Pike Eel	Pike Ray
5:30	Eel Starfish	Eel Pike
6:00	Pike Eel	Pike Ray/Starfish
6:30	Pike	Pike

### Preschool Lessons 30 Min Classes

Saturday		
9:00	Pike	Starfish
9:30	Eel	Parent Child
10:00	Pike	Ray
10:30	Eel	Pike
11:00	Pike	Eel
11:30	Pike	Parent Child
12:00	Ray/ Starfish	Eel

### Youth Lessons 45 Min Classes

	Mon/Wed	Tue/Thur
4:00	polliwog Guppy	guppy polliwog
5:00	guppy polliwog	polliwog minnow
6:00	minnow guppy	adult Fish
7:00	Adult Fish	Minnow Guppy



### Cost:

Members: \$50

Youth Members: \$72

Non-Members: \$130

Devos-Blum Family YMCA  
9600 S. Military Trl.  
Boynton Beach, FL 33436

Contact Cindy Dube  
Aquatic Director  
561-536-1406  
cdube@ymcaspb.org

### Saturday Sessions:

June 22 - Aug. 10, 2013

Aug. 17 - Oct. 5, 2013



### Youth Lessons 45 Min Classes

Saturday		
9:00	Polliwog	Guppy
10:00	Guppy	Fish/ Flying Fish
11:00	Minnow	Adult
12:00	Shark/ Dolphin	

**INDEPENDENT CONTRACTOR AGREEMENT  
FOR SWIMMING LESSONS**

This Agreement is made as of the 21<sup>st</sup> day of March, 2013, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Young Men's Christian Association of 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, 2012 and shall remain in effect until September 30, 2013.

#### **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 "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.

**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, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

#### **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, judgment, 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 Palm Beach County Code, Section 2-421 – 2-440, 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 Palm Beach County Code, Section 2-421 – 2-440, 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: Jacqueline Frost, CEO

**ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

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:

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

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

By: Jeffrey P. Collins Jeffrey P. Collins  
~~Steven B. Jerauld~~, Fire-Rescue Administrator,  
through Robert Weisman, County Administrator

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By Paul F. J.  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By Jeffrey P. Collins  
Palm Beach County Fire-Rescue

WITNESS:

Amy Dunmire  
Signature  
Amy Dunmire  
Name (type or print)

**CONTRACTOR:**

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

\_\_\_\_\_  
Typed Company Name  
Jacqueline Frost CEO  
Signature and Title  
Jacqueline Frost, CEO  
JACQUELINE FROST  
Typed Name and Title

WITNESS:

Cheri Krawczyk  
Signature  
Cheri Krawczyk  
Name (type or print)

(corp. seal)



**EXHIBIT "A"**

# YMCA of the Palm Beaches Swim Lessons

---

2085 South Congress Avenue  
West Palm Beach, FL 33406  
561.968.9622

Swim Lessons sessions are one (1) month in length and are held twice a week or on Saturdays. Swim Lesson schedules change monthly depending on enrollment. Swim lesson fees vary based on frequency of lessons. Single DPC Buck participants will be charged \$50 per session. Our normal fee schedule is as follows:

## **2 Days a Week Lessons (Mon/Wed or Tues/Thurs)**

Active Y Members - \$50 per 4 week session  
Community Members - \$82 per 4 week session

## **1 Day a Week Lessons (Sat)**

Active Y Member - \$27.00 per 4 sessions  
Community Members - \$55.00 per 4 sessions

## **Swim Lesson Levels and Descriptions**

### ***PARENT / TOT AND PRE-SCHOOL LEVELS***

*(For children 6 months – 5 years of age)*

Each skill level builds upon the preceding level, covering all strokes, diving fundamentals and safety skills:

#### **SHRIMP – PERCH (6 mos. – 36 mos.)**

Parent and child work together to provide the child with a positive first experience in the water. Fundamental skills will be introduced through songs, games and activities. This level will prepare the child for group lessons without a parent or guardian.

#### **PIKE**

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 comfortability putting face in the water while blowing bubbles.

#### **EEL**

A little more advanced than PIKE, this level is for children who can put their face in the water with more ease. They are taught to flutter kick, surface dive, and float while continuing stroke development. Children are able to swim the width of the pool at the end of this level.

#### **RAY**

Children review previous skills while improving stroke development, build endurance swimming on their front and back, learn to tread water and perform more progressive diving skills. Children are able to swim across the pool on their front and back at the end of this level.

#### **STARFISH**

Children continue to develop endurance, refine stroke mechanics, improve their floating skills, and review aquatic and boating safety. They are also introduced to underwater swimming skills. By the end of this level, children are able to swim the length of the pool on their fronts and backs

## **PROGRESSIVE LEVELS**

*(For children 6 – 11 years of age)*

Each skill level builds upon the preceding level, covering all strokes, diving fundamentals and safety skills:

### **POLLIWOG**

This level is the school – aged child's first experience in a structured swim lesson class. In this class, the child gets acquainted with the pool, floatation devices, floating and getting their heads wet. By the end of this level, they should know the front paddle stroke, back and side strokes and some synchronized swimming. Wetball movements are also introduced, which leads up to water polo strategies.

**GUPPY** Children continue to practice and build upon basic skills without aid of floatation devices. They are introduced to front and back crawl, sidestroke, breaststroke and elementary backstroke. More synchronized swimming and wetball skills are taught. Diving skills are being taught as well.

### **MINNOW**

Children further refine the lead strokes they have learned previously. They continue to learn synchronized swimming with more advanced features, wetball strategies, boating safety and enhanced diving skills.

### **FISH**

Students learn to perform all strokes with the appropriate flip-turns. The butterfly stroke is introduced along with the use of masks and fins. Diving skills are refined and stroke mechanics are focused on a bit more here.



of the Palm Beaches 2085 South Congress Ave. West Palm Beach, FL 33406

# Session 4 April 2 - 28

Registration Date: March 12, 2013

### Monday/Wednesday

4:00	Pike	
4:45	Pike	
5:30	Ray	
6:15		

### Tuesday/Thursday

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

### Saturday

9:00	Minnow	Pike	
9:45	Pike	Polliwog	
10:30	Polliwog	Guppy	
11:15	Parent/ Tot	Parent/ Tot	
12:00	Guppy		
12:45	Fish		
1:45	Eel		
2:30	Starfish		
3:15	Adult		
4:00	Adult		

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	

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

Please note days & times are subject to change at any time due to staffing and weather.

4 Saturday Classes at 45 minutes eas is equivalent to 6 half hour classes

Group lessons available at the following rate: Groups greater than 20 children @ \$45 a Child

Pass/Stays are due by: April 20, 2013



of the Palm Beaches 2085 South Congress Ave. West Palm Beach, FL 33406

# Session 5

## April 30 - May 26

### Monday/ Wednesday

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

### Tuesday/ Thursday

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

### Saturday

9:00	Minnow	Pike	Eel
9:45	Pike	Polliwog	Minnow
10:30	Polliwog	Guppy	Pike
11:15	Parent/ Tot	Parent/ Tot	Pike
12:00	Guppy	Polliwog	Ray
12:45	Fish	Pike	Polliwog
1:45	Eel	Adult	
2:30	Starfish		
3:15	Adult		
4:00	Adult		

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	

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

Please note days & times are subject to change at any time due to staffing and weather.  
 4 Saturday Classes at 45 minutes each is equivalent to 6 half hour classes  
 Group lessons available at the following rate: Groups greater than 20 children @ \$45 a Child



of the Palm Beaches 2085 South Congress Ave. West Palm Beach, FL 33406

# Session 6 June 2 - 28

Registration Date: May 19, 2013

### Monday/ Wednesday

4:00	pike	Polliwog	
4:45	Polliwog	Eel	Minnow
5:30	Pike	Polliwog	Guppy
5:45	Polliwog	Fish	Adult

### Tuesday/ Thursday

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

### Saturday

9:00	Pike	Eel	
9:45	Polliwog	Guppy	Starfish
10:30	Pike	Minnow	Adult
11:15	Polliwog	Eel	Pike
12:00	Parent-tot	Fish	
12:45	Pike	Ray	

Minnow

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	Pike	Adult
3:15		
4:00		

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

Please note days & times are subject to change at any time due to staffing and weather.

4 Saturday Classes at 45 minutes each is equivalent to 6 half hour classes

Group lessons available at the following rate: Groups greater than 20 children @ \$45 a Child



of the Palm Beaches 2085 South Congress Ave. West Palm Beach, FL 33406

# Session 7 June 30 - July 26

Registration Date: June 16, 2013

### Monday/ Wednesday

4:00	pike	Polliwog	
4:45	Polliwog	Eel	Minnow
5:30	Pike	Polliwog	Guppy
5:45	Polliwog	Fish	Adult

### Tuesday/ Thursday

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

### Saturday

9:00	Pike	Eel	
9:45	Polliwog	Guppy	Starfish
10:30	Pike	Minnow	Adult
11:15	Polliwog	Eel	Pike
12:00	Parent-tot	Fish	
12:45	Pike	Ray	

Minnow

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	Pike	Adult
3:15		
4:00		

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

Please note days & times are subject to change at any time due to staffing and weather.  
4 Saturday Classes at 45 minutes each is equivalent to 6 half hour classes  
Group lessons available at the following rate: Groups greater than 20 children @ \$45 a Child



of the Palm Beaches 2085 South Congress Ave. West Palm Beach, FL 33406

# Session 8 July 28 - August 23

Registration Date: July 21, 2013

### Monday/ Wednesday

4:00	pike	Polliwog	
4:45	Polliwog	Eel	Minnow
5:30	Pike	Polliwog	Guppy
5:45	Polliwog	Fish	Adult

### Tuesday/ Thursday

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

### Saturday

9:00	Pike	Eel	
9:45	Polliwog	Guppy	Starfish
10:30	Pike	Minnow	Adult
11:15	Polliwog	Eel	Pike
12:00	Parent-tot	Fish	
12:45	Pike	Ray	

Minnow

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	Pike	Adult
3:15		
4:00		

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

Please note days & times are subject to change at any time due to staffing and weather.  
 4 Saturday Classes at 45 minutes each is equivalent to 6 half hour classes  
 Group lessons available at the following rate: Groups greater than 20 children @ \$45 a Child





of the Palm Beaches 2085 South Congress Ave. West Palm Beach, FL 33406

# Session 9 September 1 - 27

Registration Date: August 18, 2013

### Monday/ Wednesday

4:00	Pike	
4:45	Eel	Polliwog
5:30	Polliwog	Pike
5:45	Guppy	Minnow

Ray

### Tuesday/ Thursday

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

Pike

Minnow

### Saturday

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

Adult

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 10	

2:30	Adult	
3:15		
4:00		

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

Please note days & times are subject to change at any time due to staffing and weather.

4 Saturday Classes at 45 minutes eas is equivalent to 6 half hour classes

Group lessons available at the following rate: Groups greater than 20 children @ \$45 a Child

RECEIVED  
MAR 21 11  
Palm Beach County

**INTERLOCAL AGREEMENT  
FOR SWIMMING LESSONS**

This Agreement is made as of the 21<sup>st</sup> day of March, 2013, 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 Village of Wellington, a Florida municipal corporation located in Palm Beach County, Florida. (hereinafter referred to as "MUNICIPALITY").

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

**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, 2012 and shall remain in effect until September 30, 2013.

#### **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 \$200,000 Per Person and \$300,000 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, including but not limited to any citizen or employees of the COUNTY and/or MUNICIPALITY.

#### **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 Palm Beach County Code, Section 2-421 – 2-440, 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 Palm Beach County Code, Section 2-421 – 2-440, 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:

Notices should be addressed to:  
Village of Wellington  
12150 Forest Hill Blvd, Suite 100  
Wellington, Fl 33414  
Attn: Eric Juckett, Aquatics Supervisor

**ARTICLE 25 - FILING**

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

**ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**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

Sanaa Khan  
Signature

Laura A. Chan  
Name (type or Print)

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

By: Jeffrey P. Collins Jeffrey P. Collins  
Steven B. Terauld, Fire-Rescue Administrator,  
through Robert Weisman, County Administrator

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Paul F. J.  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

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

ATTEST:

By: Awilda Rodriguez  
City Clerk

VILLAGE OF WELLINGTON, FLORIDA

By: Bob Margolis  
Bob Margolis, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
City Attorney

**EXHIBIT "A"**

# POOL PASSES

## ANNUAL PASS

**ADULT: \$159**

**CHILD: \$106**

**SENIOR: \$106**

**For any two members: \$265**

**For any two seniors: \$185**

**For additional member: \$53**

## SPLASH PASS

**12 VISITS FOR THE PRICE OF 10!**

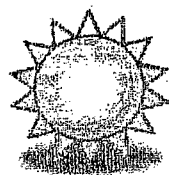


**ADULT: \$50**

**CHILD: \$30**

**SENIOR: \$20**

**NO REFUNDS**



## Sunshine Rentals

Sunday morning "Sunshine" rentals are being offered at the Wellington Aquatic Complex from 9:00a-12:00p. These rentals will include the lifeguards needed to maintain safety of the party, access to shade structures, chairs, tables, and admission for your guests. A \$100 deposit is due at the time of the reservation. Final payment is due two weeks prior to the party. If full payment is not made, deposit will be forfeited. Reservations must be made at least 2 weeks in advance. This rental is a private party just for you and your guests.

### Cost Breakdown

*Cost includes \$100 non-refundable deposit*

Main Pool, Diving Boards,

Main Pool, Diving Boards,

Spray Ground, Baby Pool,

Spray Ground, Baby Pool, AND

Slides:

3 hour rental	\$175.00	3 hour rental	\$175.00
4 lifeguards	\$144.00	7 lifeguards	\$252.00
<b>Total:</b>	<b>\$319.00</b>	<b>Total:</b>	<b>\$427.00</b>

# Diving Lessons

Water-safe children take their first steps into the exciting world of top-notch diving. Learn proper springboard diving techniques. Participants must have a basic knowledge of swimming skills. There is a one time \$16 insurance fee due to instructor on the first day of class.

Ages 5-18

Code	Day	Date	Time	Fee R/NR
219004 A1	W/F	4/3-4/26	5:00P-5:45P	\$120
219004 A2	W/F	5/1-5/24	5:00P-5:45P	\$120

## Swim Team

For swim team tryouts and information, meet with the head coach Rich Whalen anytime from Tuesday through Friday at 4:30pm.

## Swim and Dive

Swimming and Diving lessons in one class! Are you not sure if your child would like the dive or swim team? This is an opportunity for children as young as 4 years old to improve their swimming skills and start learning about the diving board before joining the team. There is a one time \$16 insurance fee due to instructor on the first day of class. Ages 4-10

Code	Day	Date	Time	Fee R/NR
219003 A1	W/F	4/03-4/26	2:45P-3:30P	\$120
219003 A2	W/F	4/03-4/26	6:00P-6:30P	\$120
219003 B1	W/F	5/01-5/24	2:45P-3:30P	\$120
219003 B2	W/F	5/01-5/24	6:00P-6:30P	\$120

Website: wellingtonfl.gov



A Great Hometown...  
Let Us Show You!

## HOURS OF OPERATION

**September 6th- May 25th**

**Tuesday-Saturday: 10:00a-6:00p**

**Sunday-Monday: Closed**

**Hours are subject to change.**

## DAILY ADMISSION

**ADULT: \$5.00**

**CHILDREN (3-17): \$3.00**

**SENIOR (55+): \$2.00**

**CHILDREN UNDER 2: Free**

## Slides and Diving Board Hours

Diving Boards:

Monday/Tuesday/Thursday: 11:00a-4:00p

Saturday-10:00a to close

Wednesday/Friday: 10:00a-2:30p

Hours subject to change

Slides

Closed Until Spring Break



Address: 12150 Suite 100 Forest Hill Blvd

Wellington Florida 33414

Phone: (561)791-4770

Fax: (561) 791-4084

Website: wellingtonfl.gov

## WATER AEROBICS

Want to shape up without feeling the heat? Then join us in the pool for water aerobics with our certified instructor Danielle! This energetic young woman will get your heart rate up at a pace that is comfortable for you, yet challenging enough to work the calories off in no time!

TIMES	PRICES
Tuesday, Thursday, Saturday 10:00A-11:00A	\$4.00 Per Class Or Buy 5 passes for \$16.00 (best deal!)

### Jr. Lifeguarding

Do you like to volunteer? Are you interested in becoming a Lifeguard but aren't 15? If you are between the ages of 10 and 14, Jr. Lifeguarding may be for you! You may learn the basics of lifeguarding, surveillance, and how you can assist at the pool. If you enjoy helping others and need volunteer hours for your school, this is the perfect opportunity for you!

Code	Day	Date	Time	Fee R/NR
219020 A		3/25-3/29	M-F 10:00a-1:00p	\$60

### Masters Swim Team

Whether you want to improve as a swimmer, compete, or just work out, Masters Swimming is the program for you. Only \$50 a month for coached practices by USMS Coach Richard Garza on Tuesday, Wednesday, and Thursday from 5a-6a and 6a-7a and also Saturday from 8:30a-10a. Also you'll receive unlimited access to the facility during our normal hours for that month.

[www.wellingtonswimming.com](http://www.wellingtonswimming.com)

## Swimming Lessons

Now is the time to be scheduling your child's swim lessons with Wellington! Certified instructors can help your child progress through the different levels. Registration closes one week prior to the first day of class. All lessons are \$60, except In-Betweens and Aqua Tots which are \$105.

### Session Dates

Session I: 2/26-3/08	Code A	Session V: 4/16-4/26	Code D
Session II: 3/12-3/22	Code B	Session VI: 4/30-5/10	Code E
Session III: 4/2-4/12	Code C	Session VII: 5/14-5/24	Code F

### Times

#### In-Between

10:00a-10:30a, 10:40a-11:10a, 4:40p-5:10p

#### Parent & Tot

11:20a-11:50a, 6:00p-6:30p

#### Pre 1

10:00a-10:30a, 10:40a-11:10a,

4:00p-4:30p, 6:00p-6:30p

#### Pre 2

10:40a-11:10a, 11:20a-11:50a,

4:00p-4:30p, 6:00p-6:30p

#### Pre 3

10:00a-10:30a, 4:00p-4:30p, 5:20p-5:50p

#### Level 1

4:40p-5:10p, 5:20p-5:50p

#### Level 2

4:40p-5:10p, 5:20p-5:50p

#### Level 3

4:40p-5:10p

#### Adults

5:20p-5:50p, 6:00p-6:30p

#### Adaptive Aquatics

11:20a

## Lesson Description

**In-Between:** This course is designed to be "one on one" with the instructor. The child receives 15 minutes working directly with the instructor. **Ages 2 1/2 to 3 1/2 years old**

**Pre 1:** This class is for children who are comfortable sitting on the side of the pool in a group, but have no prior or little experience in the water. The goal by the end of the class is to be able to float on their front and backs and be comfortable putting their faces in the water. **Ages 3 to 5 years old**

**Pre 2:** This class is for children who have had lessons before and are comfortable putting their faces in the water and floating on their front and backs. They will learn arm motions and kicking. The goal by the end of the session is for the child to swim 5 feet out and back to the wall. **Ages 3 to 5 years old**

**Pre 3:** This class is for children who have completed Pre 2, or have had lessons elsewhere, are able to swim 5-7 feet, and can float on their front and back. The child will learn the breast stroke, and butterfly kicking. **Ages 3 to 5 years old**

**Level 1:** This class is for children who are comfortable sitting on the side of the pool in a group, but have no prior or little experience in the water. The goal by the end of the class is to be able to float on their front and backs and be comfortable putting their faces in the water. **Ages 6-13 years old**

**Level 2:** This class is for children who have had lessons before, and are comfortable in the water. The child will be introduced to arm motions and kicking. **Ages 6-13 years old**

**Level 3:** This class is for children who have completed Level 1 and Level 2, or have had lesson elsewhere and are very comfortable in the water and can swim a lap in the pool. The child will be introduced to the breast stroke, butterfly kick, and proper breathing techniques. **Ages 6-13 years old**

**Level 4:** This class is for children who are very advanced swimmers. In this class, the child will perfect the freestyle, backstroke, and breast stroke. **Ages 6-13 years old**

**Adults:** This class is for adult novice swimmer and covers floating, submerging the head, kicking, and arm motions. The instructor will work at the participants own speed. **Ages 14+**

**Adaptive Aquatics:** This class is designed for children with physical limitations in which a semi-private class is beneficial. Children work at their own speed and learn tools specific to their disability. **Ages 6 months to 12 years**

Total	\$319.00
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### SWIMMING LESSON BREAKDOWN

**Aqua Tot                      6 months to 3 years**

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

**In-Between                      2 ½- 3 ½ years old**

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

**Pre 1                                      3- 5 years old**

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

**Pre 2                                      3-5 years old**

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

**Pre 3                                      3-5 years old**

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

**Level 1****6-13 years old**

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

**Level 2****6-13 years old**

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

**Level 3****6-13 years old**

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

**Level 4****6-13 years old**

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

**Adults****14- 100+ years old**

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