

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

Meeting Date: April 15, 2014      ☒ Consent      ☐ Regular  
    Workshop      Public Hearing

Department \_\_\_\_\_

Submitted For: FIRE RESCUE

## I. EXECUTIVE BRIEF

**Motion and Title:**

**Staff recommends motion to receive and file three (3) original standard agreements for the Fire Rescue Department:**

- A) Interlocal Agreement for Swimming Lessons with the City of Delray Beach; and
- B) Interlocal Agreement for Swimming Lessons with the City of West Palm Beach; and
- C) Interlocal Agreement for Swimming Lessons with the Village of Wellington.

### Summary:

On September 27, 2005, the Board adopted Resolution Number R2005-1906 authorizing the County Administrator, or his designee (the Fire Rescue Administrator) to execute standard agreements with municipalities and independent contractors to provide swimming lessons to members of the public through the Palm Beach County Drowning Prevention Coalition's Learn to Swim Program. Pursuant to Countywide PPM CW-O-051, three (3) standard County agreements that have been executed by the County Administrator, or his designee (the Fire Rescue Administrator) are being submitted as a receive and file agenda item for the Clerk's Office to note and receive.


Countywide (PK)


### Background and Policy Issues:


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

**Attachments:**

1. Interlocal Agreement for Swimming Lessons with the City of Delray Beach
2. Interlocal Agreement for Swimming Lessons with the City of West Palm Beach
3. Interlocal Agreement for Swimming Lessons with the Village of Wellington

Recommended By:  3/5/14  
Fire Marshal / Division Chief Date

Approved By:  3/5/2014  
Fire-Rescue Administrator Date

Approved By:   
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE</b>					
<b>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: *Michael Montz*

## III. REVIEW COMMENTS

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

*[Signature]* 3/10/2014  
OFMB  
3/10

*Dr. J. Jacobson* 3/12/14  
Contract Dev. and Control  
3-12-14 B. Wheeler

### B. Legal Sufficiency:

*Paul F. [Signature]* 3/12/14  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

## INTERLOCAL AGREEMENT FOR SWIMMING LESSONS

This Agreement is made as of the 12<sup>th</sup> day of February 14, 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 City of Delray Beach, a Florida municipal corporation located in Palm Beach County, Florida, (hereinafter referred to as "MUNICIPALITY").

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

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

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

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

### **ARTICLE 1 - SERVICES**

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

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

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

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

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

This Agreement shall commence on October 1, 2013 and shall remain in effect until September 30, 2014.

#### **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 and the Palm Beach County Code of Ethics. 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:

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

**ARTICLE 25 - FILING**

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


**ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

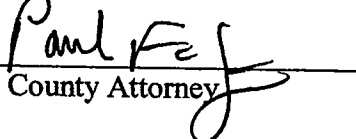
**Remainder of page left blank intentionally.**

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

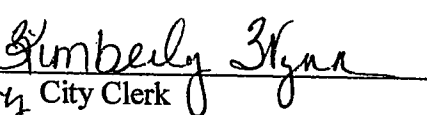
WITNESS

  
Signature  
Laura A. Chan  
Name (type or Print)

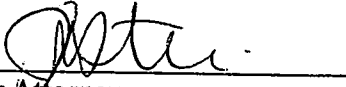
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By   
County Attorney

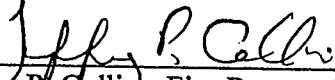
ATTEST:

By   
Deputy City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By   
Asst. City Attorney

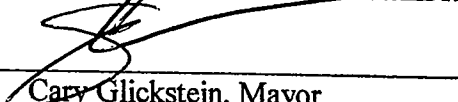
PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS

By   
Jeffrey P. Collins, Fire-Rescue Administrator,  
through Robert Weisman, County Administrator

APPROVED AS TO TERMS  
AND CONDITIONS

By   
Palm Beach County Fire-Rescue

CITY OF DELRAY BEACH, FLORIDA

By   
Cary Glickstein, Mayor

**EXHIBIT "A"**

# Aquatics Division

## Exhibit A Drowning Prevention Coalition of Palm Beach County

1101 NW 2nd Street  
Delray Beach  
Florida  
33444

Phone  
561. 243. 7358

Fax  
561. 243. 7346

E-Mail  
smithg@mydelraybeach.com  
On the Web  
www.mydelraybeach.com

**To:** Drowning Prevention Coalition of Palm Beach County  
**From:** Gerard Smith, Aquatic Operation Supervisor  
**Date:** December 13, 2013  
**Details:** 2014 Group Swim Lessons, Fees, Courses, Description, Instructor & Student Ratio  
**Locations:** Delray Beach Aquatic Division  
Pompey Park Pool (PP) at 1101 NW 2nd Street, Delray Beach, FL 33444  
Delray Swim Club (DSC) at 2350 Jaeger Drive, Delray Beach, FL 33444  
**Fees:** \$30.00 for Delray Beach Residents  
\$40.00 for Delray Beach Non-Residents  
**Swim Lesson End of Summer swim lessons held during the month of September**  
**Instructed:** Session I (09/06/11-09/16/11) T-F

**Fall Swim Lessons held during the months of September to October**  
Session I (09/13/11-10/06/11) T/TH Session II (10/18/11-11/10/11) T/TH  
Session I (09/10/11-10/29/11) Sat.

**Winter Swim Lessons held during the month of January to March**  
Session I (01/21/12-03/10/12) Sat.

**Spring Swim Lessons held during the month of March to June**  
Session I (03/27/12-04/19/12) T/TH  
Session II (05/01/12-05/24/12) T/TH  
Session I (03/24/12-05/12/12) Sat.

**Summer Swim Lesson held during the month of June to August**  
Session I (06/12/12-06/22/12) T-F Session II (07/03/12-07/17/12) T-F  
Session III (07/24/12-08/03/12) T-F Session IV (08/07/12-08/17/12) T-F  
Session I (06/02/12-07/21/12) Sat. Session II (08/04/12-09/22/12) Sat.



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

**Level 1 Introduction to Water Skills** 10-10:45 am, 3-3:45 pm, & 10:15-11 am (Sat.) PP & DSC  
**Level 3 Stroke Development** 10-10:45am, 3-3:45 pm & 10:15-11 am (Sat.) PP & DSC  
Introduction to Water Skills: help students feel comfortable in the water and enjoy the water safely.  
Stroke Development builds on the level 2 skills by providing additional guided practice.  
Tuesday & Thursday eight session  
Tuesday - Friday eight session  
Saturday eight session  
Age 5-14 years of age  
One instructor/6 students

**Level 2 Fundamental Aquatic Skills** 11-11:45 am, 4-4:45 pm & 11:15-12 noon (Sat.) PP & DSC  
**Level 4 Stroke Improvement** 11-11:45 am, 4-4:45 pm & 11:15-12 noon (Sat.) PP & DSC  
Fundamental skills and start seeing your child swim on their own with the guide of the instructor. With Stroke improvement gives the right steps for swim teams and hobbies.  
Tuesday & Thursday eight session  
Tuesday - Friday eight session  
Saturday eight session  
Age 5-14 years of age  
One instructor/6 students

**Gerard A. Smith**  
**Aquatic Operations Supervisor**

**INTERLOCAL AGREEMENT  
FOR SWIMMING LESSONS**

This Agreement is made as of the 20<sup>th</sup> day of February, 2014, 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 City of West Palm Beach, a Florida municipal corporation located in Palm Beach County, Florida. (hereinafter referred to as "MUNICIPALITY").

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

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

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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, 2013 and shall remain in effect until September 30, 2014.

## **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 and the Palm Beach County Code of Ethics. 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:

City of West Palm Beach  
401 Clematis Street, 2<sup>nd</sup> Floor  
West Palm Beach, FL 33401  
Attn: Jeff Green, City Administrator

**ARTICLE 25 - FILING**

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

**ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**Remainder of page left blank intentionally.**

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

WITNESS

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, Fire-Rescue Administrator,  
through Robert Weisman, County Administrator

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Paul F. Jones  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: John J. Williams  
Palm Beach County Fire-Rescue

ATTEST:

By: Hazel L. Carr  
City Clerk

CITY OF WEST PALM BEACH, FLORIDA

By: Geraldine Muoio  
Geraldine Muoio, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: DAR  
City Attorney





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

## ***EXHIBIT "A"***

### **LEARN TO SWIM PROGRAM**

The best thing anyone can do to stay safe in and around the water is to learn to swim. Drowning remains the second-leading cause of injury-related death for children ages 1 to 12 years. The courses listed below are based on a combination of age, skills and completion requirements. If you are unsure of the proper level, please contact us to schedule a free assessment of your child's skills.

The City of West Palm Beach has proudly partnered with the Palm Beach County Drowning Prevention Coalition in an effort to educate about water safety, prevent drowning and provide swim lessons free of charge to qualified candidates in the form of a voucher called "Drowning Prevention Bucks". To see if you qualify for Drowning Prevention Coalition Bucks, please call 561-616-7068

#### **Parent and Child Courses:**

The seahorse parent nurtures and watches over it's child until they are ready to swim independently. This course will do the same. Our instructors will teach parents the skills to use play as a form of learning to provide a fun environment in the water. Hands on parental involvement is instrumental in the learning process to reinforce your child's development of water skills.

#### **SEAHORSE 1 (Parent and Child – Level 1)**

6 months through approximately 3 years old that have no water experience of one previous session of a water adjustment session.

#### **SEAHORSE 2 (Parent and Child – Level 2)**

6 months through approximately 3 years who have completed Level 1 or who can demonstrate the completion requirements for Level 1.

#### **Preschool Courses:**

The preschool learn to swim program is designed for children 4 – 5 years of age. Children 3 years old are welcome to participate after a brief assessment from facility staff. All learn to swim skills include water safety topics to help participants be safe in and around the water.

#### **STARFISH (Preschool – Level 1)**

Although many starfish start off slow in the water, by the end of the course they will shine. Among the skills taught are: water entry and exiting, submerging mouth, nose and eyes, and gliding on the front and back.

#### **CLOWN FISH (Preschool – Level 2)**

Just like clownfish know basic swimming skills, they still like to stay close to home. This course is for children that have learned basic skills but are not yet ready to venture out into the big blue water. Among the skills taught are: floating, opening eyes under water and retrieving an object, treading water and combining arm and leg actions.

#### **TADPOLES (Preschool – Level 3)**

Tadpoles learn the fundamentals of swimming on their way to earning their swimming legs and arms. Among the skills taught are: bobbing, demonstrating front and back glides independently for 15 seconds, changing direction while swimming, and demonstrating all the skills from the previous levels without assistance.





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

### **Youth and Adult Courses**

Children begin the youth swimming program around 6 years of age. Research shows that learning lifetime fitness skills, such as swimming reduces the risk of obesity, diabetes and depression.

#### **WATERBUGS (Level 1 – Introduction to Water Skills)**

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

#### **GUPPIES (Level 2 – Fundamental Aquatic Skills)**

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

#### **TURTLES (Level 3 – Stroke Development)**

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

#### **SEA OTTERS (Level 4 – Stroke Improvement)**

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

#### **DOLPHINS (Level 5 – Stroke Refinement)**

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

#### **SHARKS (Level 6 – Personal Water Safety)**

This course consists of the group participant choice of Personal Water Safety: teaches skills necessary to be safe in and around the water. OR Fitness Swimmer: develops stroke technique to promote swimming for lifetime fitness OR Lifeguard Readiness: teaches basic rescue techniques and safety procedures are introduced. This course is a great way to transition into our Junior Lifeguard program.

#### **ADULT - Level 1**

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

#### **ADULT - Level 2**

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

#### **ADULT - Level 3**

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



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

### **Weekday Courses**

**Ages:** 6 months - adult  
**Days:** Monday - Thursday OR Monday/Wednesday  
8/30 minute lessons  
**Fees:** \$35.00 Resident  
\$44.00 Non-resident  
\$20.00 summer camp groups, minimum 25 participants

### **Saturday Courses**

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

### **Private Swim Lessons**

**Ages:** 6 months - adult  
**Day:** TBD with the instructor  
**Dates:** April 1 – September 30  
**Times:** To be scheduled with the instructor  
**Fees:** \$120 Resident 8/20 minute sessions  
\$150 Non-resident 8/20 minute sessions

### **Semi-Private Swim Lessons**

**Ages:** 6 months - adult  
**Day:** TBD with the instructor  
**Dates:** April 1 – September 30  
**Times:** To be scheduled with the instructor  
**Fees:** \$90 Resident 8/20 minute sessions  
\$112.50 Non-resident 8/20 minute sessions

### **Summer Camp Groups**

**Ages:** 5 -12  
**Day:** TBD with group 6/30 minute lessons  
**Fees:** \$20.00

### **VPK Groups**

**Ages:** 3 - 5  
**Day:** TBD with group 6/20 minute lessons  
**Fees:** \$35.00 Resident  
\$44.00 Non-resident

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

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

Spring 2014

MON/WED Session

April 28 - May 21

Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Level 1	6:10 - 6:40 pm
Level 2	6:10 - 6:40 pm
Level 3	6:50 - 7:20pm
Adult 1	6:50 - 7:20pm

SATURDAY Session

April 19 - June 7

Parent & Child A	10:00 - 10:30 am
Preschool 2	10:00 - 10:30 am
Level 1	10:00 - 10:30 am
Level 1	10:40 - 11:10 am
Level 2	10:40 - 11:10 am
Level 3	11:20 - 11:50 pm
Adult 1	11:20 - 11:50 pm

SUMMER 2014

MON - THUR Session

June 9 - June 19

Parent & Child A	5:30 - 6:00 pm
Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Preschool 2	5:30 - 6:00 pm
Parent & Child B	6:10 - 6:40 pm
Preschool 3	6:10 - 6:40 pm
Level 1	6:10 - 6:40 pm
Level 2	6:10 - 6:40 pm
Adult 1	6:50 - 7:20pm
Level 2	6:50 - 7:20pm
Level 3	6:50 - 7:20pm
level 4	6:50 - 7:20pm
Adult 2	7:30 - 8:00 pm
Level 5	7:30 - 8:00 pm

MON - THUR Session

June 23 - July 3

Parent & Child A	5:30 - 6:00 pm
Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Preschool 2	5:30 - 6:00 pm
Parent & Child B	6:10 - 6:40 pm
Preschool 3	6:10 - 6:40 pm
Level 1	6:10 - 6:40 pm
Level 2	6:10 - 6:40 pm
Adult 1	6:50 - 7:20pm
Level 2	6:50 - 7:20pm
Level 3	6:50 - 7:20pm
level 4	6:50 - 7:20pm
Adult 2	7:30 - 8:00 pm
Level 5	7:30 - 8:00 pm

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

**Summer 2014 Cont.**

**SATURDAY Session**

**June 21 - August 9**

Preschool 1	9:00 - 9:30 am
Parent and Child A	9:00 - 9:30 am
Level 1	9:40 - 10:10 am
Level 2	9:40 - 10:10 am
Level 3	10:20 - 10:50 am
Adult 1	10:20 - 10:50 am

**MON - THUR Session**

**July 14 - July 24**

Parent & Child	5:30 - 6:00 pm
Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Preschool 2	5:30 - 6:00 pm
Preschool 3	6:10 - 6:40 pm
Level 1	6:10 - 6:40 pm
Level 1	6:10 - 6:40 pm
Level 2	6:10 - 6:40 pm
Adult 1	6:50 - 7:20pm
Level 2	6:50 - 7:20pm
Level 3	6:50 - 7:20pm
Adult 2	7:30 - 8:00 pm

**MON - THUR Session**

**July 28 - August 7**

Parent & Child	5:30 - 6:00 pm
Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Preschool 2	5:30 - 6:00 pm
Preschool 3	6:10 - 6:40 pm
Level 1	6:10 - 6:40 pm
Level 1	6:10 - 6:40 pm
Level 2	6:10 - 6:40 pm
Adult 1	6:50 - 7:20pm
Level 2	6:50 - 7:20pm
Level 3	6:50 - 7:20pm
Adult 2	7:30 - 8:00 pm

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

FALL 2014

MON/WED Session

August 25 - September 17

(No class on Monday, September 1, make up class on Tuesday September 2)

Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Level 1	6:10 - 6:40 pm
Level 2	6:10 - 6:40 pm
Level 3	6:50 - 7:20 pm
Adult 1	6:50 - 7:20pm

## INTERLOCAL AGREEMENT FOR SWIMMING LESSONS

This Agreement is made as of the 20<sup>th</sup> day of February 20 14, 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, 2013 and shall remain in effect until September 30, 2014.

#### **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 and the Palm Beach County Code of Ethics. 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:

Village of Wellington  
12150 Forest Hill Blvd, Suite 100  
Wellington, FL 33414  
Attn: Eric Juckett, Aquatics Manager

#### **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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Paul F. [Signature]  
County Attorney

ATTEST:

By: [Signature]  
City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
City Attorney

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

By: [Signature]  
Jeffrey P. Collins, Fire-Rescue Administrator,  
through Robert Weisman, County Administrator

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Palm Beach County Fire-Rescue

VILLAGE OF WELLINGTON, FLORIDA

By: [Signature]  
Bob Margolis, Mayor

**EXHIBIT "A"**



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, Wednesday, Thursday 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
9020 A1	3/17-3/20	M-T	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 activities 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 Tuesday through Friday for two weeks and are \$60, except In-Betweens and Aqua Tots which are \$105.

Session Dates

Session I: 2/18-2/28	Code A	Session V: 4/08-4/18	Code D
Session II: 3/04-3/14	Code B	Session VI: 4/22-5/02	Code E
Session III: 3/25-4/04	Code C	Session VII: 5/06-5/15	Code F

Times

In-Between

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

Parent & Tot

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

Pre 1

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

4:00p-4:30p, 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**

**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**



# 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!**

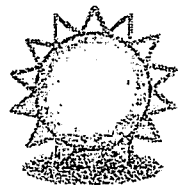
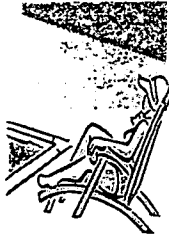


**ADULT: \$50**

**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,

Spray Ground, Baby Pool:

Main Pool, Diving Boards,

Spray Ground, Baby Pool, AND

Slides:

3 hour rental \$175.00

4 lifeguards \$144.00

**Total: \$319.00**

3 hour rental \$175.00

7 lifeguards \$252.00

**Total: \$427.00**

# 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



**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