




AGENDA ITEM SUMMARY

I. EXECUTIVE BRIEF

Recommended By:  4/20/15
Fire Marshal / Division Chief Date

Approved By:  4/20/2015
Fire/Rescue Administrator Date

Approved By:  5/8/15
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

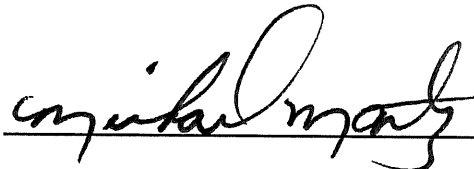
Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

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

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

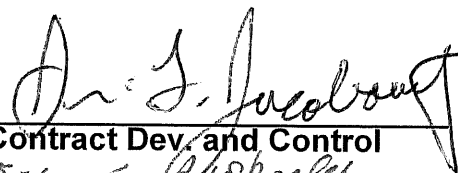
These agreements will result in the County funding up to \$50.00 per voucher that is redeemed. However, the vouchers being issued/redeemed are limited to the available balance of funds allocated to this program and therefore, the fiscal impact is undetermined at this time.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


OFMB
4/23

 5/6/15
Contract Dev. and Control
5-6-15 Broecker

B. Legal Sufficiency:

 5/7/15
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 20th day of March, 20 15, 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.

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, 2014 and shall remain in effect until September 30, 2015.

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, or genetic information.

The MUNICIPALITY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if MUNICIPALITY does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

ARTICLE 20 - AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 21 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 22- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 23 - SURVIVABILITY

Any covenant, agreement, representation, warranty or other provision of this Agreement that is of a continuing nature or which by its language or its nature imposes an obligation that extends beyond the term of this Agreement, including but not limited to representations relating to indemnification and the disclosure or ownership of documents, shall survive the expiration or early termination of this Agreement and the consummation of the transactions contemplated hereunder.

ARTICLE 24 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

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

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

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

[Signature]
Signature

Ella E. Koehl
Name (type or Print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By [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

CITY OF WEST PALM BEACH, FLORIDA

By: [Signature]
Geraldine Muoio, Mayor



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

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: \$25.00

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 2015

MON/WED Session

April 27 - May 20

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 18- June 6

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

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

SUMMER 2015

MON - THUR Session

June 8- June 18

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 22 - July 2

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 20 - August 15 No Lessons 7/4/15

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 13 - July 23

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

August 3 - August 13

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 24 - September 23

(No class on Monday, September 7th, make up class on Tuesday September 8)

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



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.

INDEPENDENT CONTRACTOR AGREEMENT FOR SWIMMING LESSONS

This Agreement is made as of the 5th day of February, 2015, 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, 2014 and shall remain in effect until September 30, 2015.

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.
- B. **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.
- C. **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.
- D. **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.
- E. **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.
- F. **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.

- G. **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 and the Palm Beach County Code of Ethics. 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, or genetic information.

The CONTRACTOR has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if CONTRACTOR does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

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

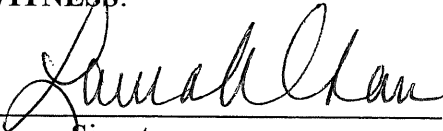
Attn: Fire-Rescue Administrator

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


YMCA of the Palm Beaches – Edwin Brown Branch
2085 South Congress Avenue
West Palm Beach, FL 33406
Attn: Jacqueline Frost, CEO

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

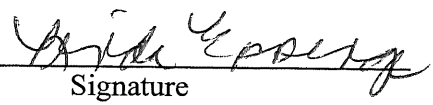
WITNESS:


Signature
Laura A. Chan
Name (type or print)

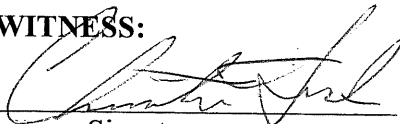
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
County Attorney

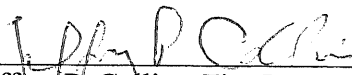
WITNESS:


Signature
LINDA EPPENGA
Name (type or print)

WITNESS:


Signature
Christina Frost
Name (type or print)

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

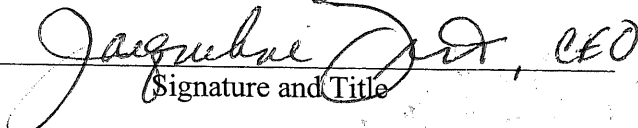
By: 
Jeffrey P. Collins, Fire-Rescue Administrator,
through Robert Weisman, County Administrator

APPROVED AS TO TERMS
AND CONDITIONS

By 
Palm Beach County Fire-Rescue

CONTRACTOR:

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


Signature and Title

Jacqueline Frost, CEO
Typed Name and Title

(corp. seal)

YMCA of the Palm Beaches Swimming Lessons (May-August)										
Name	Type	Level	Age	Month	Day	Dates	Time	Lesson Length	Regular Price	Voucher Price
Pike	Group	1	3 to 5	May	Mon/Wed	4/27/15-5/20/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	May	Mon/Wed	4/27/15-5/20/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	May	Mon/Wed	4/27/15-5/20/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	May	Tue/Thurs	4/28/15-5/21/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	May	Tue/Thurs	4/28/15-5/21/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	May	Saturday	5/2/15-5/23/15	9:00-9:45	Four, 45 min lesons	\$55	\$50
Pike	Group	1	3 to 5	May	Saturday	5/2/15-5/23/15	9:45-10:30	Four, 45 min lesons	\$55	\$50
Pike	Group	1	3 to 5	May	Saturday	5/2/15-5/23/15	10:30-1:15	Four, 45 min lesons	\$55	\$50
Pike	Group	1	3 to 5	May	Saturday	5/2/15-5/23/15	11:15-12:00	Four, 45 min lesons	\$55	\$50
Pike	Group	1	3 to 5	May	Saturday	5/2/15-5/23/15	12:-12:45	Four, 45 min lesons	\$55	\$50
Pike	Group	1	3 to 5	June	Mon/Wed	6/1/15-6/24/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	June	Mon/Wed	6/1/15-6/24/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	June	Mon/Wed	6/1/15-6/24/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	June	Tue/Thurs	6/2/15-6/25/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	June	Tue/Thurs	6/2/15-6/25/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	June	Saturday	6/6/15-6/27/15	9:00-9:45	Four, 45 min lesons	\$55	\$50
Pike	Group	1	3 to 5	June	Saturday	6/6/15-6/27/15	9:45-10:30	Four, 45 min lesons	\$55	\$50
Pike	Group	1	3 to 5	June	Saturday	6/6/15-6/27/15	10:30-1:15	Four, 45 min lesons	\$55	\$50
Pike	Group	1	3 to 5	June	Saturday	6/6/15-6/27/15	11:15-12:00	Four, 45 min lesons	\$55	\$50
Pike	Group	1	3 to 5	June	Saturday	6/6/15-6/27/15	12:00-12:45	Four, 45 min lesons	\$55	\$50
Pike	Group	1	3 to 5	July	Mon/Wed	7/6/15-7/29/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	July	Mon/Wed	7/6/15-7/29/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	July	Mon/Wed	7/6/15-7/29/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	July	Tue/Thurs	7/7/15-7/30/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	July	Tue/Thurs	7/7/15-7/30/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	July	Saturday	7/11/15-8/1/15	9:00-9:45	Four, 45 min lessons	\$55	\$50
Pike	Group	1	3 to 5	July	Saturday	7/11/15-8/1/15	9:45-10:30	Four, 45 min lessons	\$55	\$50
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Pike	Group	1	3 to 5	July	Saturday	7/11/15-8/1/15	12:00-12:45	Four, 45 min lessons	\$55	\$50
Pike	Group	1	3 to 5	July	Saturday	7/11/15-8/1/15	12:45-1:30	Four, 45 min lessons	\$55	\$50
Pike	Group	1	3 to 5	August	Mon/Wed	8/3/15-8/26/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	August	Mon/Wed	8/3/15-8/26/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	August	Mon/Wed	8/3/15-8/26/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	August	Tue/Thurs	8/4/15-8/27/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	August	Tue/Thurs	8/4/15-8/27/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Pike	Group	1	3 to 5	August	Saturday	8/8/15-8/29/15	9:00-9:45	Four, 45 min lessons	\$55	\$50
Pike	Group	1	3 to 5	August	Saturday	8/8/15-8/29/15	9:45-10:30	Four, 45 min lessons	\$55	\$50
Pike	Group	1	3 to 5	August	Saturday	8/8/15-8/29/15	10:30-1:15	Four, 45 min lessons	\$55	\$50
Pike	Group	1	3 to 5	August	Saturday	8/8/15-8/29/15	11:15-12:00	Four, 45 min lessons	\$55	\$50
Pike	Group	1	3 to 5	August	Saturday	8/8/15-8/29/15	12:00-12:45	Four, 45 min lessons	\$55	\$50
Pike	Group	1	3 to 5	August	Saturday	8/8/15-8/29/15	12:45-1:30	Four, 45 min lessons	\$55	\$50
Eel	Group	2	3 to 5	May	Mon/Wed	4/27/15-5/20/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Eel	Group	2	3 to 5	May	Tue/Thurs	4/28/15-5/21/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
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Eel	Group	2	3 to 5	July	Mon/Wed	7/6/15-7/29/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Eel	Group	2	3 to 5	July	Tue/Thurs	7/7/15-7/30/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50

Eel	Group	2	3 to 5	July	Saturday	7/11/15-8/1/15	9:00-9:45	Four, 45 min lessons	\$55	\$50
Eel	Group	2	3 to 5	July	Saturday	7/11/15-8/1/15	12:45-1:30	Four, 45 min lessons	\$55	\$50
Eel	Group	2	3 to 5	August	Mon/Wed	8/3/15-8/26/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Eel	Group	2	3 to 5	August	Tue/Thurs	8/4/15-8/27/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
Eel	Group	2	3 to 5	August	Saturday	8/8/15-8/29/15	9:00-9:45	Four, 45 min lessons	\$55	\$50
Eel	Group	2	3 to 5	August	Saturday	8/8/15-8/29/15	12:00-12:45	Four, 45 min lessons	\$55	\$50
Eel	Group	2	3 to 5	August	Saturday	8/8/15-8/29/15	12:45-1:30	Four, 45 min lessons	\$55	\$50
Ray	Group	3	3 to 5	May	Mon/Wed	4/27/15-5/20/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Ray	Group	3	3 to 5	May	Tue/Thurs	4/28/15-5/21/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Ray	Group	3	3 to 5	May	Saturday	5/2/15-5/23/15	9:45-10:30	Four, 45 min lessons	\$55	\$50
Ray	Group	3	3 to 5	May	Saturday	5/2/15-5/23/15	12:00-12:45	Four, 45 min lessons	\$55	\$50
Ray	Group	3	3 to 5	June	Mon/Wed	6/1/15-6/24/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Ray	Group	3	3 to 5	June	Tue/Thurs	6/2/15-6/25/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Ray	Group	3	3 to 5	June	Saturday	6/6/15-6/27/15	9:45-10:30	Four, 45 min lessons	\$55	\$50
Ray	Group	3	3 to 5	June	Saturday	6/6/15-6/27/15	12:00-12:45	Four, 45 min lessons	\$55	\$50
Ray	Group	3	3 to 5	July	Mon/Wed	7/6/15-7/29/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Ray	Group	3	3 to 5	July	Tue/Thurs	7/7/15-7/30/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Ray	Group	3	3 to 5	August	Mon/Wed	8/3/15-8/26/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Ray	Group	3	3 to 5	August	Tue/Thurs	8/4/15-8/27/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Ray	Group	3	3 to 5	August	Saturday	8/8/15-8/29/15	9:00-9:45	Four, 45 min lessons	\$55	\$50
Starfish	Group	4	3 to 5	May	Mon/Wed	4/27/15-5/20/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Starfish	Group	4	3 to 5	June	Mon/Wed	6/1/15-6/24/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Starfish	Group	4	3 to 5	July	Mon/Wed	7/6/15-7/29/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Starfish	Group	4	3 to 5	August	Mon/Wed	8/3/15-8/26/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Polliwog	Group	1	6 to 11	May	Mon/Wed	4/27/15-5/20/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
Polliwog	Group	1	6 to 11	May	Mon/Wed	4/27/15-5/20/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
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Polliwog	Group	1	6 to 11	July	Saturday	7/11/15-8/1/15	9:00-9:45	Four, 45 min lessons	\$55	\$50
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Polliwog	Group	1	6 to 11	July	Saturday	7/11/15-8/1/15	12:00-12:45	Four, 45 min lessons	\$55	\$50
Polliwog	Group	1	6 to 11	July	Saturday	7/11/15-8/1/15	12:45-1:30	Four, 45 min lessons	\$55	\$50
Polliwog	Group	1	6 to 11	August	Mon/Wed	8/3/15-8/26/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
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Polliwog	Group	1	6 to 11	August	Saturday	8/8/15-8/29/15	12:00-12:45	Four, 45 min lessons	\$55	\$50
Polliwog	Group	1	6 to 11	August	Saturday	8/8/15-8/29/15	12:45-1:30	Four, 45 min lessons	\$55	\$50
Guppy	Group	2	6 to 11	May	Mon/Wed	4/27/15-5/20/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Guppy	Group	2	6 to 11	May	Mon/Wed	4/27/15-5/20/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Guppy	Group	2	6 to 11	May	Tue/Thurs	4/28/15-5/21/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Guppy	Group	2	6 to 11	May	Tue/Thurs	4/28/15-5/21/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
Guppy	Group	2	6 to 11	May	Saturday	5/2/15-5/23/15	10:30-11:15	Four, 45 min lessons	\$55	\$50
Guppy	Group	2	6 to 11	May	Saturday	5/2/15-5/23/15	11:15-12:00	Four, 45 min lessons	\$55	\$50
Guppy	Group	2	6 to 11	May	Saturday	5/2/15-5/23/15	12:00-12:45	Four, 45 min lessons	\$55	\$50
Guppy	Group	2	6 to 11	June	Mon/Wed	6/1/15-6/24/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Guppy	Group	2	6 to 11	June	Mon/Wed	6/1/15-6/24/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Guppy	Group	2	6 to 11	June	Tue/Thurs	6/2/15-6/25/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Guppy	Group	2	6 to 11	June	Tue/Thurs	6/2/15-6/25/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
Guppy	Group	2	6 to 11	June	Saturday	6/6/15-6/27/15	10:30-11:15	Four, 45 min lessons	\$55	\$50
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Guppy	Group	2	6 to 11	July	Mon/Wed	7/6/15-7/29/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
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Guppy	Group	2	6 to 11	July	Saturday	7/11/15-8/1/15	10:30-11:15	Four, 45 min lessons	\$55	\$50
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Guppy	Group	2	6 to 11	July	Saturday	7/11/15-8/1/15	12:00-12:45	Four, 45 min lessons	\$55	\$50
Guppy	Group	2	6 to 11	August	Mon/Wed	8/3/15-8/26/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Guppy	Group	2	6 to 11	August	Mon/Wed	8/3/15-8/26/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Guppy	Group	2	6 to 11	August	Tue/Thurs	8/4/15-8/27/15	4:00-4:45	Eight, 45 min lessons	\$85	\$50
Guppy	Group	2	6 to 11	August	Tue/Thurs	8/4/15-8/27/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
Guppy	Group	2	6 to 11	August	Saturday	8/8/15-8/29/15	10:30-11:15	Four, 45 min lessons	\$55	\$50
Guppy	Group	2	6 to 11	August	Saturday	8/8/15-8/29/16	11:15-12:00	Four, 45 min lessons	\$55	\$50
Guppy	Group	2	6 to 11	August	Saturday	8/8/15-8/29/17	12:00-12:45	Four, 45 min lessons	\$55	\$50
Minnow	Group	3	6 to 11	May	Mon/Wed	4/27/15-5/20/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
Minnow	Group	3	6 to 11	May	Tue/Thurs	4/28/15-5/21/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Minnow	Group	3	6 to 11	May	Saturday	5/2/15-5/23/15	9:00-9:45	Four, 45 min lessons	\$55	\$50
Minnow	Group	3	6 to 11	May	Saturday	5/2/15-5/23/15	10:30-11:15	Four, 45 min lessons	\$55	\$50
Minnow	Group	3	6 to 11	May	Saturday	5/2/15-5/23/15	11:15-12:00	Four, 45 min lessons	\$55	\$50
Minnow	Group	3	6 to 11	June	Mon/Wed	6/1/15-6/24/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
Minnow	Group	3	6 to 11	June	Tue/Thurs	6/2/15-6/25/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Minnow	Group	3	6 to 11	June	Saturday	6/6/15-6/27/15	9:00-9:45	Four, 45 min lessons	\$55	\$50
Minnow	Group	3	6 to 11	June	Saturday	6/6/15-6/27/15	10:30-11:15	Four, 45 min lessons	\$55	\$50
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Minnow	Group	3	6 to 11	July	Mon/Wed	7/6/15-7/29/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
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Minnow	Group	3	6 to 11	July	Saturday	7/11/15-8/1/15	9:00-9:45	Four, 45 min lessons	\$55	\$50
Minnow	Group	3	6 to 11	July	Saturday	7/11/15-8/1/15	10:30-11:15	Four, 45 min lessons	\$55	\$50

Minnow	Group	3	6 to 11	July	Saturday	7/11/15-8/1/15	11:15-12:00	Four, 45 min lesons	\$55	\$50
Minnow	Group	3	6 to 11	August	Mon/Wed	8/3/15-8/26/15	4:45-5:30	Eight, 45 min lessons	\$85	\$50
Minnow	Group	3	6 to 11	August	Tue/Thurs	8/4/15-8/27/15	5:30-6:15	Eight, 45 min lessons	\$85	\$50
Minnow	Group	3	6 to 11	August	Saturday	8/8/15-8/29/15	10:30-11:15	Four, 45 min lesons	\$55	\$50
Minnow	Group	3	6 to 11	August	Saturday	8/8/15-8/29/15	11:15-12:00	Four, 45 min lesons	\$55	\$50
Fish	Group	4	6 to 11	May	Mon/Wed	4/27/15-5/20/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Fish	Group	4	6 to 11	May	Saturday	5/2/15-5/23/15	12:45-1:30	Four, 45 min lesons	\$55	\$50
Fish	Group	4	6 to 11	June	Mon/Wed	6/1/15-6/24/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Fish	Group	4	6 to 11	June	Saturday	6/6/15-6/27/15	12:45-1:30	Four, 45 min lesons	\$55	\$50
Fish	Group	4	6 to 11	July	Mon/Wed	7/6/15-7/29/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Fish	Group	4	6 to 11	July	Saturday	7/11/15-8/1/15	9:45-10:30	Four, 45 min lesons	\$55	\$50
Fish	Group	4	6 to 11	July	Saturday	7/11/15-8/1/15	12:45-1:30	Four, 45 min lesons	\$55	\$50
Fish	Group	4	6 to 11	August	Mon/Wed	8/3/15-8/26/15	6:15-7:00	Eight, 45 min lessons	\$85	\$50
Fish	Group	4	6 to 11	August	Saturday	8/8/15-8/29/15	9:45-10:30	Four, 45 min lesons	\$55	\$50
Fish	Group	4	6 to 11	August	Saturday	8/8/15-8/29/15	12:45-1:30	Four, 45 min lesons	\$55	\$50

Group Swim Lessons



Classes Offered

Visit us at: www.ymcapalmbeaches.org



SHRIMP - Parent-Child (6 to 36 months)

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



PIKE - (3 to 5 years)

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



EEL - (3 to 5 years)

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

Adult (12- up)

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



RAY - (3 to 5 years)

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



STARFISH - (3 to 5 years)

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



POLLIWOG (6 and up)

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



GUPPY - (6 and up)

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



MINNOW - (6 and up)

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



FISH - (6 and up)

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

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

Active Y Members \$55.00 for 8/45 min classes

Community Members \$85.00 for 8/45 min classes

1 DAY A WEEK LESSONS (Saturday)

Active Y Members \$30.00 for 4/45 min classes (shrimp 4/30 min classes)

Community Members \$55.00 for 4/45 min classes (Shrimp 4/30 min classes)



of the Palm Beaches 2085 South Congress Ave.

May Swim Lessons

West Palm Beach, FL 33406 Phone: 561 - 968 - 9622

Monday/ Wednesday

4:00	Eel	Guppy	Pike
4:45	Minnow	Pike	Polliwog
5:30	Starfish	Pike	Polliwog
6:15	Guppy	Fish	Ray
Start Date: April 27th			
End Date: May 20th			

Tuesday/ Thursday

4:00	Pike	Polliwog	Guppy
4:45	Eel	Polliwog	Guppy
5:30	Jr.Waves	Minnow	Pike
6:15		Ray	Polliwog
6:30	Waves		
7:30			
Start Date: April 28th			
End Date: May 21st			

Saturday

9:00	Minnow	Polliwog	Pike	Eel
9:45	Pike	Ray	Polliwog	Polliwog
10:30	Pike	Polliwog	Guppy	Minnow
11:15	Parent/ Tot	Minnow	Pike	Guppy
12:00	Ray	Guppy	Polliwog	Pike
12:45	Adult 12+	Fish	Eel	Polliwog
Start Date: May 2nd				
End Date: May 23rd				

3-5 Year Olds

Pike
Eel
Ray
Starfish

6 - 11 Year Olds

Polliwog
Guppy
Minnow
Fish

Misc Classes

Parent/Tot
Adult Ages 12+

No refunds allowed after sessions have begun.

Swim Lesson
Swim Lesson
Swim Lesson
Waves
Private
Semi-Private

Saturday
M/W
T/Th
T/Th

4 30min Classes
4 30min Classes

Member
\$30.00
\$55.00
\$55.00
\$40.00
\$100.00
\$67.00

Non-Member
\$55.00
\$85.00
\$85.00
\$80.00
\$160.00
\$80.00



June Swim Lessons

of the Palm Beaches 2085 South Congress Ave. West Palm Beach, FL 33406 Phone: 561 - 968 - 9622

Monday/ Wednesday

4:00	Eel	Guppy	Pike
4:45	Minnow	Pike	Polliwog
5:30	Starfish	Pike	Polliwog
6:15	Guppy	Fish	Ray
Start Date: June 1st			
End Date: June 24th			

Tuesday/ Thursday

4:00	Pike	Polliwog	Guppy
4:45	Eel	Polliwog	Guppy
5:30	Jr.Waves	Minnow	Pike
6:15		Ray	Polliwog
6:30	Waves		
7:30			
Start Date: June 2nd			
End Date: June 25th			

Saturday

9:00	Minnow	Polliwog	Pike	Eel
9:45	Pike	Ray	Polliwog	Polliwog
10:30	Pike	Polliwog	Guppy	Minnow
11:15	Parent/ Tot	Minnow	Pike	Guppy
12:00	Ray	Guppy	Polliwog	Pike
12:45	Adult 12+	Fish	Eel	Polliwog
Start Date: June 6th				
End Date: June 27th				

3-5 Year Olds	6 - 11 Year Olds	Misc Classes
Pike	Polliwog	Parent/Tot
Eel	Guppy	Adult Ages 12+
Ray	Minnow	
Starfish	Fish	

No refunds allowed after sessions have begun.

		Member	Non-Member
Swim Lesson	Saturday	\$30.00	\$55.00
Swim Lesson	M/W	\$55.00	\$85.00
Swim Lesson	T/Th	\$55.00	\$85.00
Waves	T/Th	\$40.00	\$80.00
Private	4 30min Classes	\$100.00	\$160.00
Semi-Private	4 30min Classes	\$67.00	\$80.00



July Swim Lessons

of the Palm Beaches 2085 South Congress Ave.

West Palm Beach, FL 33406

Phone: 561 - 968 - 9622

Monday/ Wednesday

4:00	Eel	Guppy	Pike
4:45	Minnow	Pike	Polliwog
5:30	Starfish	Pike	Polliwog
6:15	Guppy	Fish	Ray
Start Date: July 6th			
End Date: July 29th			

Tuesday/ Thursday

4:00	Pike	Polliwog	Guppy
4:45	Eel	Polliwog	Guppy
5:30	Jr.Waves	Minnow	Pike
6:15		Ray	Polliwog
6:30	Waves		
7:30			
Start Date: July 7th			
End Date: July 28th			

Saturday

9:00	Minnow	Polliwog	Pike	Eel
9:45	Pike	Fish	Polliwog	Polliwog
10:30	Pike	Polliwog	Guppy	Minnow
11:15	Parent/ Tot	Minnow	Pike	Guppy
12:00	Adult 12+	Guppy	Polliwog	Pike
12:45	Pike	Fish	Eel	Polliwog
Start Date: July 11th				
End Date: August 1st				

3-5 Year Olds	6 - 11 Year Olds	Misc Classes
Pike	Polliwog	Parent/Tot
Eel	Guppy	Adult Ages 12+
Ray	Minnow	
Starfish	Fish	

No refunds allowed after sessions have begun.

		Member	Non-Member
Swim Lesson	Saturday	\$30.00	\$55.00
Swim Lesson	M/W	\$55.00	\$85.00
Swim Lesson	T/Th	\$55.00	\$85.00
Waves	T/Th	\$40.00	\$80.00
Private	4 30min Classes	\$100.00	\$160.00
Semi-Private	4 30min Classes	\$67.00	\$80.00



August Swim Lessons

of the Palm Beaches 2085 South Congress Ave. West Palm Beach, FL 33406 Phone: 561 - 968 - 9622

Monday/ Wednesday

4:00	Eel	Guppy	Pike
4:45	Minnow	Pike	Polliwog
5:30	Starfish	Pike	Polliwog
6:15	Guppy	Fish	Ray
Start Date: August 3rd			
End Date: August 26th			

Tuesday/ Thursday

4:00	Pike	Polliwog	Guppy
4:45	Eel	Polliwog	Guppy
5:30	Jr.Waves	Minnow	Pike
6:15		Ray	Polliwog
6:30	Waves		
7:30			
Start Date: August 4th			
End Date: August 27th			

Saturday

9:00	Ray	Polliwog	Pike	Eel
9:45	Pike	Fish	Polliwog	Polliwog
10:30	Pike	Polliwog	Guppy	Minnow
11:15	Parent/ Tot	Minnow	Pike	Guppy
12:00	Adult 12+	Guppy	Polliwog	Eel
12:45	Pike	Fish	Eel	Polliwog
Start Date: August 8th				
End Date: August 29th				

3-5 Year Olds	6 - 11 Year Olds	Misc Classes
Pike	Polliwog	Parent/Tot
Eel	Guppy	Adult Ages 12+
Ray	Minnow	
Starfish	Fish	

No refunds allowed after sessions have begun.

		Member	Non-Member
Swim Lesson	Saturday	\$30.00	\$55.00
Swim Lesson	M/W	\$55.00	\$85.00
Swim Lesson	T/Th	\$55.00	\$85.00
Waves	T/Th	\$40.00	\$80.00
Private	4 30min Classes	\$100.00	\$160.00
Semi-Private	4 30min Classes	\$67.00	\$80.00

INDEPENDENT CONTRACTOR AGREEMENT FOR SWIMMING LESSONS

This Agreement is made as of the 26th day of March, 20 15, 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, 2014 and shall remain in effect until September 30, 2015.

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.
- B. **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.
- C. **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.
- D. **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.
- E. **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.
- F. **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.

- G. **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 and the Palm Beach County Code of Ethics. 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, or genetic information.

The CONTRACTOR has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if CONTRACTOR does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

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:

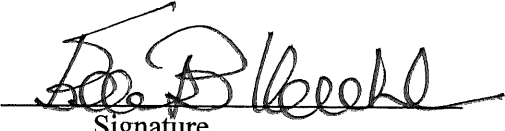
Devos-Blum YMCA of Boynton Beach
9600 Military Trail
Boynton Beach, FL 33436
Attn: Cindy Dube, Aquatics Director

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.

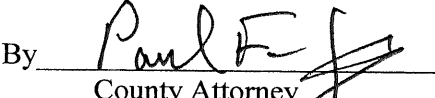
WITNESS:


Signature
Ella E. Koehl
Name (type or print)

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

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

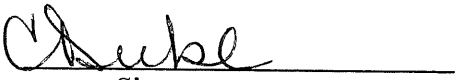
**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By 
County Attorney

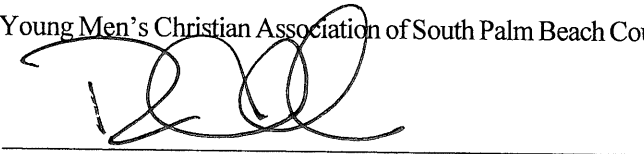
**APPROVED AS TO TERMS
AND CONDITIONS**

By 
Palm Beach County Fire-Rescue

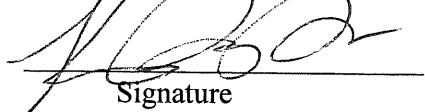
WITNESS:


Signature
Cindy Duke
Name (type or print)

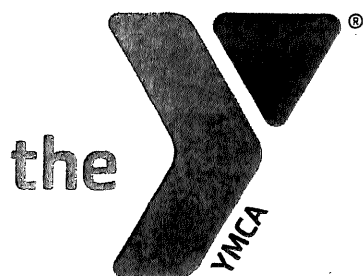
CONTRACTOR:

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

Richard Pollock, CEO

WITNESS:


Signature
LERI DEBOWES
Name (type or print)

(corp. seal)



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

BUILD CONFIDENCE IN THE WATER

Progressive Swim Classes PETER BLUM FAMILY YMCA

AGES: 6 MONTHS AND UP

SESSION DATES: March 3– 27
March 31 – April 24
April 28 – May 22

DAYS: Mon/Wed or Tue/Thu: 4 week session (8 classes)
Saturday or Sunday: 8 week session (8 classes)

TIME: Parent/Child (6–36 months)	Preschool (3–5 years)	Youth (6–11 years)	Teen/Adult (12 & Up)
9:00am (Sat or Sun)	9:00am (Sat or Sun)	9:35am (Sat or Sun)	11:00am (Sat)
9:30am (M/W)	10:00am (M/W)	11:00am (Sat)	6:45pm (M/W OR T/H)
10:25am (Sat)	10:25am (Sat)	4:00pm (M/W OR T/H)	
11:30am (T/H)	10:30am (M/W)	5:25pm (M/W OR T/H)	
5:25pm (M/W OR T/H)	3:30pm (M/W OR T/H)		
11:45am (Sat)	4:50pm (M/W OR T/H)		
	6:15pm (M/W OR T/H)		
	11:45am (Sat)		

* All dates times of classes are subject to change

PRICE: \$55 – Member, \$140 – Non Member

QUESTIONS? Contact Gary Juidiciani at
(561 237 0951) or
gjuidiciani@ymcaspb.org

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



Swim Level Descriptions

PARENT/CHILD (6-36 months with Parent)

SHRIMP, KIPPER, INIA, PERCH - This course is designed to develop a sense of comfort and familiarity with the water. It is taught through group instruction utilizing songs, games and other fun activities. Children work on basic movement in the water while being supported by the parent. This course introduces new skills when the parent and child are ready to learn. Children that are not toilet trained must wear a swim diaper.

PRESCHOOL SWIM LESSONS (3-5 years)

PIKE - This course is an introduction to basic swimming skills. Children enter this level with little or no water experience. The instructor helps the child to develop a sense of comfort and familiarity with the water and introduces new skills when the child is ready.

EEL - This course is a continuation for developing basic swimming skills. Children enter this level with a sense of comfort in the water. The instructor helps to develop a sense of independent movement in the water.

RAY - This course is an introduction to stroke development skills. Children enter this level with the ability to swim 15 feet independently on their front and back. The instructor introduces the child to the core swimming strokes of front crawl, back crawl, breaststroke, and sidestroke.

STARFISH- This course is a continuation of stroke development skills. Children enter this level with a previous introduction to front crawl, back crawl, breaststroke, and sidestroke. The instructor refines basic strokes and encourages the child to swim a distance of 40 feet independently. Completion of this course or the ability to perform skills taught in this course is a prerequisite for the Barracuda Youth Swim Team.

Class Ratio

6-36 months—10:1

3-5 years—6:1

6-11 years—8:1 or 10:1 (Depending on Level)

YOUTH (6-11 years old)

POLLIWOG - This course is an introduction to basic swimming skills. Children enter this level with little or no water experience. The instructor helps the child to develop a sense of comfort in the water and the ability to swim 15 yards using basic movements without assistance.

GUPPY - This course is a continuation for developing basic swimming skills. Children enter this level with the ability to swim 15 yards without assistance. The instructor assists the child in being confident to use basic swimming skills for a distance of 25 yards without assistance. The instructor introduces sidestroke, breaststroke, and elementary backstroke with assistance. Completion of the course or the ability to perform skills taught in this course is a prerequisite for the Youth Swim Team.

MINNOW - This course is an introduction to intermediate swimming skills. Children enter this level with the ability to swim 25 yards independently on their front and back. The instructor encourages the child to perform front crawl, back crawl, breaststroke, elementary backstroke, and sidestroke without assistance.

FISH- This course is a continuation of intermediate swimming skills. Children enter this level with the ability to perform rudimentary front crawl, back crawl, breaststroke, elementary backstroke, and sidestroke without assistance. The instructor helps the child to refine these skills and build endurance to swim these strokes a distance of 50 yards.

Future Session Dates

Weekdays

May 26 - June 19

June 23 - July 17

July 21 - August 14

August 18 - Sept 11

Saturday:

Feb 8 - March 29

April 5 - May 24

May 31 - July 19

July 26 - Sept. 20

*All times dates are subject to change

the AQUATICS

SWIM LESSONS 2015

Weekday Classes

Preschool Classes

(3– 5 Years; 30 Minute Classes)

	Mon/Wed	Tue/Thur
10:00 AM		Parent Child
10:30 AM		Preschool
4:00 PM	Pike	Eel
4:30 PM	Ray	Starfish
5:00 PM	Pike	Ray
5:30 PM	Eel	Pike
6:00 PM	Pike	Eel

*Dolphin Team Practices Mon/Wed 4 – 5 PM



Youth Classes

(6–11 Years; 45 Minute Classes)

	Mon/Wed	Tue/Thur
11:00 AM		Adult
4:00 PM	Guppy	Polliwog
5:00 PM	Polliwog Minnow	Guppy Minnow
6:00 PM	Flying Fish Minnow	Polliwog Guppy
7:00 PM	Adult	Flying Fish

*Shark Team Practices Tue/Thur 7 – 8 PM

Saturday Classes

Preschool Classes

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

Youth Classes

9:00 AM	Polliwog	Guppy
10:00 AM	Guppy	Flying Fish
11:00 AM	Minnow	Adult
12:00 PM	Shark Team	Polliwog

Schedule is subject to change

YOUTH DEVELOPMENT

SWIM, SPORTS & PLAY

SWIMMING LESSONS

Every day at the YMCA, children are learning valuable lessons in swimming and enhancing their skills with the Y's progressive swim lessons. Our kids are having fun, being healthy, learning safety and building confidence all at the same time. The Y ensures a low instructor-to-student ratio to make sure our kids get plenty of personal attention. And with our wide selection of classes and schedules, you're sure to find one that fits your child's needs and your schedule.

* Pre-registration is required for all swim programs. Class space is limited.

*A minimum of three (3) participants must be registered in a program in order for the YMCA to run a class. Credits or refunds will be issued when a class does not meet the minimum enrollment.

* Registration must be cancelled prior to the session start date to receive a full refund or credit.

*Inclement weather, which prohibits students to enter the water will result in cancelled lessons. We guarantee 7 out of 8 classes. If more than 1 lesson is cancelled by the YMCA for any reason make ups or credits will be given.

*NO refunds, credits, make-ups will be issued for missed classes such as vacations or other prior engagements. Credits may be issued for medical reasons only with a physician's note and be approved by the Aquatics Director.

*Registration for classes does not automatically repeat. Parents must register for each session.

Upcoming Session Dates:

Monday/Wednesday & Tuesday/Thursday

4 Week Sessions:

Jan 12- Feb 5, 2015

Feb 9 - March 5, 2015

March 9 -April 2, 2015

April 6 -30, 2015

Saturday Classes 6 week sessions:

January 17 - March 7, 2015

March 14 - May 2, 2015

May 9 - June 27, 2015

Swim Lesson Class Ratio:

6-36 months - 10:1

3-5 years - 6:1

6 -12 years - 8:1 or 10:1 (depending on level)

12 years & up - 10:1

Swim Lesson Rates:

\$55- Member per session

\$72 - Youth Member

\$140 - Non Member per session

Contact:

Cindy Dube

561-536-1406

cdube@ymcaspbc.org

9600 S. Military Trail

Boynton Beach, FL 33436

*All dates are subject to change

Schedule is subject to change