

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	May 2, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire-Rescue		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: fully executed standard Independent Contractor Agreements for Swimming Lessons for FY 2017 with:



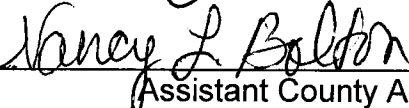
- A) Young Men’s Christian Association of South Palm Beach County, Inc.;
- B) The Young Men’s Christian Association of the Palm Beaches, Inc.; and
- C) Small Fish Big Fish Swim School, LLC.

Summary: On September 27, 2005, the Board adopted Resolution Number R2005-1906 authorizing the County Administrator, or designee (the Fire Rescue Administrator), to execute standard agreements with municipalities and independent contractors to provide swimming lessons to members of the public through the Palm Beach County Drowning Prevention Coalition’s Learn to Swim Program. These standard Interlocal Agreements have been fully executed by the Fire Rescue Administrator, and are now being submitted to the Board as a Receive and File agenda item in accordance with Countywide PPM CW-O-051 for the Clerk and Comptroller’s Office to receive and file. Countywide (PK)

Background and Justification: The Palm Beach County Drowning Prevention Coalition Learn to Swim Program distributes vouchers to the public, which may be redeemed for swimming lessons at designated aquatic facilities within Palm Beach County.

Attachments:

- 1) Independent Contractor Agreement for Swimming Lessons with Young Men’s Christian Association of South Palm Beach County, Inc.
- 2) Independent Contractor Agreement for Swimming Lessons with The Young Men’s Christian Association of the Palm Beaches, Inc.
- 3) Independent Contractor Agreement for Swimming Lessons with Small Fish Big Fish Swim School, LLC

Recommended by:		4/5/17
	Deputy Chief	Date
Approved by:		4/5/2017
	Fire Rescue Administrator	Date
Approved by:		4/12/17
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____0_____	_____	_____	_____	_____

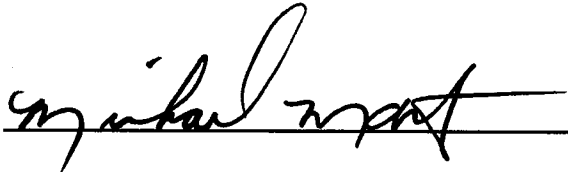
Is Item Included in Proposed Budget? Yes X No

Budget Account No.: Fund 1300 Dept 440 Unit 4244 Rev Source 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.

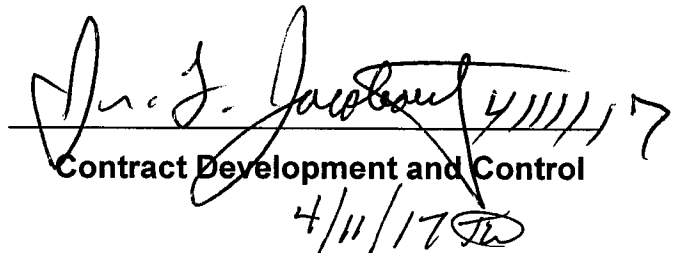
C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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

 4/10/17
OFMB

 4/11/17
Contract Development and Control

B. Legal Sufficiency

 4/11/17
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

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

**INDEPENDENT CONTRACTOR AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 3rd day of March, 2017, 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, 2016 and shall remain in effect until September 30, 2017.

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

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

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

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

Professional Liability CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than 3 years. CONTRACTOR shall provide this coverage on a primary basis.

Additional Insured CONTRACTOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents."** CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.

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

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

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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 or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to COUNTY that CONTRACTOR will conform to the COUNTY'S non-discrimination policy as provided in 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 Family YMCA of Boynton Beach
9600 South Military Trail
Boynton Beach, FL 33436
Attn: Cindy Dube, Aquatics Director


ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

Remainder of page intentionally left blank

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 Koehl
Name (type or Print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Paul F. J.
County Attorney

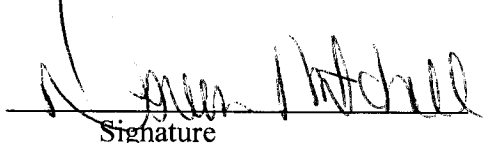
PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By: Jeffrey P. Collins
Jeffrey P. Collins, Fire-Rescue Administrator,
through Verdenia C. Baker, County Administrator

APPROVED AS TO TERMS
AND CONDITIONS


By: Ed Koehl
Palm Beach County Fire-Rescue

WITNESS


Signature

Doreen Mitchell
Name (type or print)

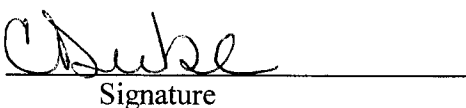
YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTH PALM BEACH COUNTY, INC.

By: 
Signature

JASON HAGENSIK
Name (type or print)

PRESIDENT & CEO
Title (type or print)

WITNESS


Signature

Aquatics Director
Name (type or print)

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	(30 Minutes)
3-5 years—6:1	(30minutes)
6-11 years—8:1 or 10:1	(45 Minutes)

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.

Administrative Policies

- If the YMCA cancels or reschedules a course at the beginning of a session, full credit/refund will be given if transfer to another class is not possible.
- If verified illness prohibits class attendance, and is reported to the YMCA during the class session in question, a prorated credit will be given. A doctor's note must be submitted.
- If more than one class is cancelled due to weather or other unforeseen circumstances and a make-up class is not scheduled, a credit will be issued for each class beginning with the second cancellation.
- Only the Aquatic Director will approve refunds for reasons not mentioned above.
- The YMCA does not offer make-ups for individual absences.

YOUTH DEVELOPMENT

SWIM, SPORTS & PLAY

SWIMMING LESSONS

Everyday 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 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.

Session Dates:

Monday/Wednesday & Tuesday/
Thursday

4 Week Sessions:

April 3 - 27, 2017

May 1 - 25, 2017 *Memorial Day make up 5/19

June 5 - 29, 2017

July 3 - 27, 2017 *July 4th make up 6/23

August 7 - 31, 2017

September 4- 8 CLOSED FOR MAINTENANCE

Swim Lesson Class Ratio:

6-36 months - 10:1

3-5 years - 6:1

12 years & up - 8/10:1

Swim Lesson Rates:

\$60- Member per session

\$72 - Youth Member

\$145 - Non Member per session

Saturday Classes 8 week sessions:

March 4 - April 22, 2017

April 29 - June 17, 2017

June 24 - August 12, 2017

Contact:

Cindy Dube

561-536-1406

cdube@ymcaspbc.org

9600 S. Military Trail

Boynton Beach, FL

33436

*All dates are subject
to change

the

YMCA

AQUATICS

SWIM LESSONS

2017

Weekday Classes

Preschool Classes

(3– 5 Years; 30 Minute Classes)

Pike: Mon/Wed @ 4 & 5:30 PM Tue/Thur @ 4:30
Eel: Mon/Wed @ 4:30 Tue/Thur @ 4 & 5:30 PM
Ray: Mon/Wed @ 6 PM Tue/Thur @ 5 PM
Starfish: Mon/Wed @ 5 PM Tue/Thur @ 6 PM
Dolphin Team: Mon/Wed @ 4 PM
Parent Child: Tue/Thurs @ 9:30 & 10 AM
Preschool: Tue/Thur @ 10:30 AM

Saturday Classes

Pike: Saturday @ 9, 10 & 10:30 AM
Eel: Saturday @ 9, 9:30 & 11 AM
Ray: Saturday @ 10:30 AM
Starfish: Saturday @ 10:00 AM
Parent Child: Saturday @ 9:30 & 11 AM



Youth Classes

(6–11 Years; 45 Minute Classes)

Polliwog: Mon/Wed @ 4 & 6 PM Tue/Thur @ 5 PM
Guppy: Mon/Wed @ 5 PM Tue/Thur @ 4 & 6 PM
Minnow: Mon/Wed @ 6 PM Tue/Thur @ 5 PM
Flying Fish: Mon/Wed @ 5 PM Tue/Thur @ 6 PM
Shark Team: Tue/Thur @ 7 PM
Adult: Mon/Wed @ 7 PM

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

*All Dates and times of classes are subject to change due to weather & staffing



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Peter Blum Swim Schedule

Week Day Sessions

Mon/Wed or Tues/Thurs

- April 3 – April 26
- April 4– April 27
- May 1 – May 30
- May 2– May 31
- June 1 – June 28
- June 5– June 29
- July 3– July 27
- July 4– July 31
- Aug 1– Aug 30
- Aug 2–Aug 31
- Sept 4–Sept 27
- Sept 5–Sept 28



Weekend Sessions

Saturdays or Sundays

- March 4 – April 22
- March 5– April 23
- April 29–June 17
- April 30–June 18
- June 24–Aug 12
- June 25–Aug 13

Swim Lesson Rates:

\$60 – Y Members

\$72 – Youth Members

\$145 – Non Members

*Per Session

Contact: Clairissa Myatt

Aquatics Director

561– 237-0951

Cmyatt@ymcaspbc.org

6631 Palmetto Circle South

Boca Raton, FL 33433

- NO classes Nov 27 & Dec 25th

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

GROUP SWIM LESSONS

Swimming lessons at the Y are specifically tailored to the participant's age, swimming ability, level of physical development and confidence in the water. The Y ensures a low instructor-to-student ratio to ensure our kids get plenty of personal attention.

PARENT-CHILD (6mo-3yrs) CLASS

Member: \$50 per month
Non-Member: \$145 per month
Ratio: 10:1

Scheduling: Monthly Times:
Tue/Thurs 11:30am & 5:25pm
Saturday: 9:00, 10:25am & 11:00am

Youth (6-11yrs) CLASS

Member: \$50 per month
Non-Member: \$145 per month
Ratio: 8:1

Scheduling: Monthly Times:
Mon/Wed @ 4 & 5:25pm
Tue/Thurs @ 4 & 5:25pm
Saturday @ 9:35am & 11pm
Sunday @ 10am



PRESCHOOL (3-5yrs) CLASS

Member: \$50 per month
Non-Member: \$145 per month
Ratio: 6:1

Scheduling: Monthly Times:
Mon/Wed @ 3:30, 4:50 & 5:15pm
Tue/Thurs @ 3:30, 4:50 & 5:15pm
Saturday @ 9, 10:25, 10:30 & 11:45am
Sunday @ 9:30am

**INDEPENDENT CONTRACTOR AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 28th day of March, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The Young Men's Christian Association of the Palm Beaches, Inc., an entity authorized to do business in the State of Florida and whose Federal I.D. Number is 59-0624470 (hereinafter referred to as "CONTRACTOR").

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

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

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

ARTICLE 1 - SERVICES

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

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

CONTRACTOR shall perform the services set forth herein in accordance with all applicable laws, rules and regulations, and in a competent, professional, safe and responsible manner with full regard for the safety of the participants. CONTRACTOR agrees and warrants that all

swimming instructors utilized by CONTRACTOR to provide lessons hereunder shall be certified as required by Section 514.071, Florida Statutes, and any other applicable laws, rules and regulations. CONTRACTOR shall provide proof of such certifications to COUNTY'S representative upon request. CONTRACTOR represents and warrants that it has in place, and shall continue to maintain, a drug-free workplace policy.

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on October 1, 2016 and shall remain in effect until September 30, 2017.

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

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

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

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

Professional Liability CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than 3 years. CONTRACTOR shall provide this coverage on a primary basis.

Additional Insured CONTRACTOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.

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

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

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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 or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to COUNTY that CONTRACTOR will conform to the COUNTY'S non-discrimination policy as provided in 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, Inc.
Attn: Fabio Amorim, Aquatics and Sports Director
2085 South Congress Ave
West Palm Beach, FL 33406

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.

Remainder of page intentionally left blank

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 Koehl
Name (type or Print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Paul F. J.
County Attorney

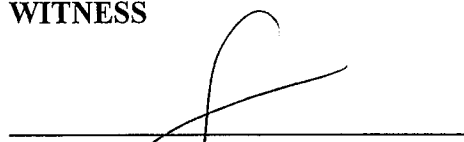
PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By: Jeffrey R. Collins
Jeffrey R. Collins, Fire-Rescue Administrator,
through Verdenia C. Baker, County Administrator

APPROVED AS TO TERMS
AND CONDITIONS

By: Jo. P. Webb
Palm Beach County Fire-Rescue

WITNESS


Signature

Edward Menoza
Name (type or print)

THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF THE PALM BEACHES, INC.

By: Timothy G. Coffield
Signature

Timothy G. Coffield
Name (type or print)

WITNESS


Signature

LISA M. Fisher
Name (type or print)

CEO
Title (type or print)



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA OF PALM BEACHES

SWIM LESSONS

APRIL SWIM LESSON SCHEDULE

Monday/Wednesday			
Start Date: April 3rd, 2017			
End Date: April 26th, 2017			
4:00-4:45	Stroke 4 (5-12)	Water 3 (5-12)	Water 2 (3-5)
4:45-5:30	Stroke 6 (5-12 yrs.)	Water 1 (3-5 yrs.)	Stroke 4 (5-12 yrs.)
5:30-6:15	Water 2 (3-5 yrs.)	Water 3 (3-5 yrs.)	Stroke 5 (5-12 yrs.)
6:15-7:00	Water 2 - 3 (Adult & Teen)	Water 3 (5-12 yrs.)	TEAM YMCA (6:00-7:00)

Tuesday/Thursday			
Start Date: April 4th, 2017			
End Date: April 27th, 2017			
4:45-5:30	Stroke 5 (5-12 yrs.)	Water 3 (3-5 yrs.)	Water 2 (3-5 yrs.)
5:30-6:15	Stroke 4 (5-12 yrs.)	Water 3 (5-12 yrs.)	TEAM YMCA (5:30-6:30)
6:15-7:00	Stroke 4 - 5 (Adult & Teen)	Water 1 (3-5 yrs.)	

Saturday			
Start Date: April 8th, 2017			
End Date: April 29th, 2017			
9:00 - 9:45	Water 1 (3-5 yrs)	Water 3 (3-5 yrs)	Water 3 (5-12 yrs)
9:45 - 10:30	Water 2 (3-5 yrs)	Stroke 5 (5-12 yrs.)	Stroke 6 (5-12 yrs)
10:30 - 11:15	Stroke 4 (5-12 yrs)	Water 2 - 3 (Adult & Teen)	Water A (Parent -tot)
11:15-12:00	Water 3 (5-12 yrs)	Stroke 4 -5 (Adult & Teen)	Water B (Parent -tot)
12:00-12:45	Water 1 (3-5 yrs)	Stroke 4 (5-12 yrs.)	Water 3 (3-5 yrs)

PRICES	MEMBER	NON-MEMBER
MON-WED	\$ 60.00	\$ 95.00
TUE-THUR	\$ 60.00	\$ 95.00
SAT	\$ 35.00	\$ 65.00
TEAM YMCA	\$ 45.00	\$ 95.00
4 PRIVATE	\$ 115.00	\$ 175.00
12 PRIVATE	\$ 280.00	\$ 460.00
4 SEMI PRIVATE	\$ 85.00	\$ 115.00
12 SEMI PRIVATE	\$ 200.00	\$ 230.00



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

SWIM LESSONS

MAY SWIM LESSON SCHEDULE

Monday/Wednesday Start Date: May 1st, 2017			
4:00-4:45	Water 3 (3-5yr)	Water 1 (3-5)	Stroke 4 (5-12)
4:45-5:30	Stroke 6 (5-12 yrs.)	Water 2 (3-5 yrs.)	Stroke 4 (5-12 yrs.)
5:30-6:15	Water 1 (3-5 yrs.)	Water 3 (5-12 yrs.)	Stroke 5 (5-12 yrs.)
6:15-7:00	Water 2 - 3 (Adult & Teen)	Water 3 (3-5 yrs.)	TEAM YMCA (6:00-7:00)

Tuesday/Thursday Start Date: May 2nd, 2017 End Date: May 25th, 2017			
4:00-4:45	Water 3 (5-12)	Stroke 4 (5-12)	Water 1 (3-5)
4:45-5:30	Stroke 5 (5-12 yrs.)	Water 1 (3-5 yrs.)	Water 2 (3-5 yrs.)
5:30-6:15	Stroke 4 (5-12 yrs.)	Water 3 (5-12 yrs.)	TEAM YMCA (5:30-6:30)
6:15-7:00	Stroke 4 - 5 (Adult & Teen)	Water 3 (3-5 yrs.)	

Saturday Start Date: May 6th, 2017 End Date: May 27th, 2017			
9:00 - 9:45	Water 1 (3-5 yrs)	Water 2 (3-5 yrs)	Water 3 (5-12 yrs)
9:45 - 10:30	Water 3 (3-5 yrs)	Stroke 4 (5-12 yrs.)	Stroke 6 (5-12 yrs)
10:30 - 11:15	Stroke 4 (5-12 yrs)	Water 2 - 3 (Adult & Teen)	Water A (Parent -tot)
11:15-12:00	Water 3 (5-12 yrs)	Stroke 4 -5 (Adult & Teen)	Water B (Parent -tot)
12:00-12:45	Water 1 (3-5 yrs)	Stroke 5 (5-12 yrs.)	Water 3 (3-5 yrs)

PRICES	MEMBER	NON-MEMBER
MON-WED	\$ 60.00	\$ 95.00
TUE-THUR	\$ 60.00	\$ 95.00
SAT	\$ 35.00	\$ 65.00
TEAM YMCA	\$ 45.00	\$ 95.00
4 PRIVATE	\$ 115.00	\$ 175.00
12 PRIVATE	\$ 280.00	\$ 460.00
4 SEMI PRIVATE	\$ 85.00	\$ 115.00
12 SEMI PRIVATE	\$ 200.00	\$ 230.00



YMCA OF THE PALM BEACHES

JUNE SWIM LESSON SCHEDULE



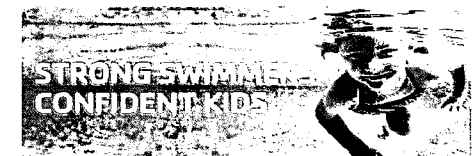
*****No Swim Lessons May 28th - June 4th!*****

Monday/Wednesday Start Date: June 5th, 2017 End Date: June 28th, 2017			
4:00	Water 1(3-5)	Stroke 4 (5-12)	water 3 (5-12)
4:45	Water 2 (3-5)	water 1 (3-5)	water 3 (3-5)
5:30	Water 3 (5-12)	Stroke 4 (3-5)	Stroke 5 (5-12)
6:15	Water 2 (5-12)	TEAM YMCA	Stroke 4-5 Adult -

Saturday Start Date: June 10th, 2017 End Date: July 1st, 2017				
9:00	Water 1 (3-5)	Water 3 (3-5)	Stroke 5 (5-12)	Stroke 4 (5-12)
9:45	Water 1 (3-5)	Stroke 4 (3-5)	Water 3 (5-12)	Stroke 6 (5-12)
10:30	water 1 (3-5)	Stroke 4(5-12)	Stroke 5 (5-12)	Water 2-3 Adult
11:15	Water A Parent ToT	Stroke 4-5 Adult	Water 2 (3-5)	Water 1 (3-5)
12:00	Water 2 (5-12)	Water 3(5-12)	Stroke 5 (5-12)	Stroke 4 (5-12)
12:45	water B Parent ToT	Water 2 (3-5)	Water 1 (3-5)	water 3 (5-12)

Tuesday/Thursday Start Date: June 6th, 2017 End Date: June 29th, 2017			
12:30	Water A-B Parent Tot (30 Min)		
4:00	Water 1 (3-5)	Water 2 (3-5)	Water 3 (5-12)
4:45	Water 2 (5-12)	Water 3 (3-5)	Stroke 4 (5-12)
5:30	Water 1 (3-5)	Stroke(5-12)	TEAM YMCA
6:15	Water 2-3 Adult	Stroke 6 (5-12)	

Prices	Member	Non-Member
MON - WED	\$60.00	\$95.00
TUE - THUR	\$60.00	\$95.00
SAT	\$35.00	\$65.00
WAVES/JR. WAVES	\$45.00	\$95.00
4 PRIVATE	\$115.00	\$175.00
12 PRIVATE	\$280.00	\$460.00
4 SEMI PRIVATE	\$85.00	\$115.00
12 SEMI PRIVATE	\$200.00	\$230.00





YMCA OF THE PALM BEACHES

JULY SWIM LESSON SCHEDULE



No Swim Lessons Monday July 4th! Price Has Been Adjusted!

Monday/Wednesday Start Date: July 3rd, 2017 End Date: July 26th, 2017				
4:00	Water 1 (3-5)	Water 2 (3-5)	Stroke 4 (5-12)	Water 3 (5-12)
4:45	Water 2 (5-12)	Water 1 (3-5)	Stroke 5 (5-12)	Water 3 (3-5)
5:30	Water 1 (3-5)	Stroke 4 (3-5)	Water 3 (5-12)	Stroke 6 (5-12)
6:15	Water 2-3 Adult	Water 1 (3-5)	TEAM YMCA	Stroke 4-5 Adult

Saturday Start Date: July 8th, 2017 End Date: July 29th, 2017				
9:00	water 1 (3-5)	Water 3(3-5)	Stroke 5 (5-12)	Water 3 (5-12)
9:45	Water 1 (3-5)	Stroke 4 (5-12)	Water 3 (5-12)	Stroke 6 (5-12)
10:30	water 1 (3-5)	Water 3(3-5)	Stroke 5 (5-12)	Water 2-3 Adult
11:15	Water A Parent ToT	Stroke 4-5 (Adult)	Water 2 (3-5)	Water 1 (3-5)
12:00	Water 1 (3-5)	water 3 (3-5)	Stroke 4 (5-12)	Water 3 (5-12)
12:45	Water B Parent ToT	Water 3(5-12)	Water 2 (5-12)	Stroke 4 (3-5)

Tuesday/Thursday Start Date: July 6th, 2017 End Date: July 27th, 2017				
12:30	Water A-B (Parent Tot) (30 Min)			
4:00	water 1 (3-5)	Water 2 (5-12)	Stroke 5 (5-12)	Water 3 (3-5)
4:45	Water 2 (3-5)	Water 1 (3-5)	Water 3 (5-12)	Stroke 4 (5-12)
5:30	Water 1 (3-5)	Stroke 6 (5-12)	Water 3 (5-12)	TEAM YMCA
6:15	Water 2-3 Adult	Stroke 4 (3-5)	Stroke 4-5 Adult	

Prices	Member	Non-Member
MON - WED	\$52.50 (Only 7 Classes)	\$83.00(Only 7 Classes)
TUE - THUR	\$60.00	\$95.00
SAT	\$35.00	\$65.00
WAVES/IR. WAVES	\$45.00	\$95.00
4 PRIVATE	\$115.00	\$175.00
12 PRIVATE	\$280.00	\$460.00
4 SEMI PRIVATE	\$85.00	\$115.00
12 SEMI PRIVATE	\$200.00	\$230.00





YMCA OF THE PALM BEACHES

AUGUST SWIM LESSON SCHEDULE



Monday/Wednesday				
Start Date: July 31st, 2017				
End Date: August 23th, 2016				
4:00	Water 3 (5-12)	Water 1 (3-5)	Stroke 5 (5-12)	
4:45	Water 2 (3-5)	Stroke 6 (5-12)	Stroke 4 (5-12)	
5:30	Water 3 (3-5)	Water 2 (5-12)	Stroke 4 (5-12)	
6:15	Water 3 (5-12)	Stroke 4-5 (Adult & Teen)	TEAM YMCA 6:15-7:15	

Saturday				
Start Date: August 5th, 2017				
End Date: August 26th, 2017				
9:00	Water 2 (3-5)	Water 3 (3-5)	Stroke 4 (5-12)	
9:45	Water 1 (3-5)	Stroke 6 (5-12)	Stroke 4 (3-5)	
10:30	Water 3 (5-12)	Water 2-3 (Adult & Teen)	Water 2 (3-5)	
11:15	Stroke 5 (5-12)	Stroke 4-5 (Adult & Teen)	Water 1 (3-5)	
12:00	Water 3 (5-12)	Water A (Parent-Tot)	Stroke 5 (5-12)	
12:45	Water 2 (5-12)	Water B (Parent -Tot)	Stroke 6 (5-12)	

Tuesday/Thursday				
Start Date: August 1st, 2017				
End Date: August 24th, 2017				
12:30	Water A-B (30 Min)			
4:00	Water 1 (3-5)	Water 3 (5-12)	Water 2 (3-5)	
4:45	Stroke 4 (5-12)	Water 3 (3-5)	Stroke 6 (5-12)	
5:30	Water 3 (5-12)	Stroke 4 (3-5)	TEAM YMCA 5:30-6:30	
6:15	Stroke 5 (5-12)	Water 2-3 (Adult & Teen)		

Prices	Member	Non-Member
MON - WED	\$60.00	\$95.00
TUE - THUR	\$60.00	\$95.00
SAT	\$35.00	\$65.00
WAVES/JR. WAVES	\$45.00	\$95.00
4 PRIVATE	\$115.00	\$175.00
12 PRIVATE	\$280.00	\$460.00
4 SEMI PRIVATE	\$85.00	\$115.00
12 SEMI PRIVATE	\$200.00	\$230.00



**INDEPENDENT CONTRACTOR AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 28th day of March, 2017, 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 Small Fish Big Fish Swim School, LLC, an entity authorized to do business in the State of Florida and whose Federal I.D. Number is 27-1068846 (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, 2016 and shall remain in effect until September 30, 2017.

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

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

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

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

Professional Liability CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than 3 years. CONTRACTOR shall provide this coverage on a primary basis.

Additional Insured CONTRACTOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.

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

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

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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 or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to COUNTY that CONTRACTOR will conform to the COUNTY'S non-discrimination policy as provided in 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:

Small Fish Big Fish Swim School, LLC
346 Pike Road, Suite 3&4
West Palm Beach, FL 33411
Attn: Melissa Goldberg-Taylor, President

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.

Remainder of page intentionally left blank

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]
Signature

Ella Koehl
Name (type or Print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Paul F. [Signature]
County Attorney

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

By: Jeffrey P. Collins
Jeffrey P. Collins, Fire-Rescue Administrator,
through Verdenia C. Baker, County Administrator

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Palm Beach County Fire-Rescue

WITNESS

Nabyla Tarazona
Signature

Nabyla Tarazona
Name (type or print)

SMALL FISH BIG FISH SWIM SCHOOL, LLC

By: [Signature]
Signature

Melissa Taylor
Name (type or print)

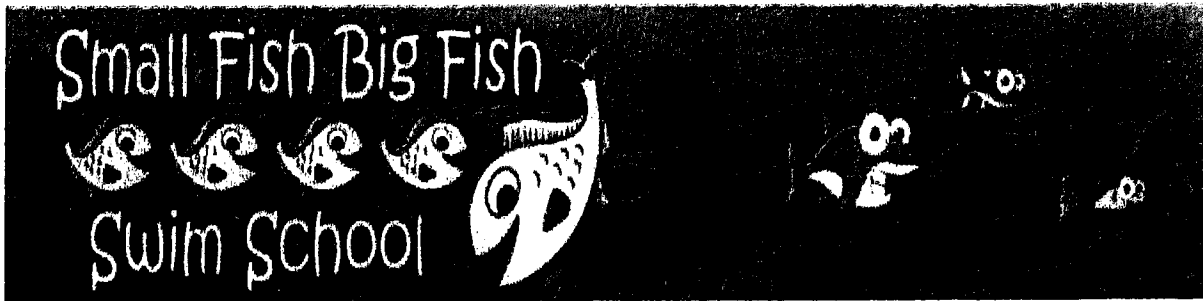
Owner
Title (type or print)

WITNESS

[Signature]
Signature

Stephani Deitch
Name (type or print)






EXHIBIT A



About Us and Our Facility

Small Fish Big Fish Swim School (SFBF) was founded in 2009 and has quickly established itself as the premiere learn to swim resource in West Palm Beach and South Florida community. Our mission is to teach self confidence, discipline, and well being through the lifelong sport of swimming.

Our new year round state of the art facility on Pike Road in West Palm Beach opened in February of 2012 and was designed to give our parents and students the assurance that the swim environment and water quality are best in class. Our 5,300 square foot facility features:

-  1,000 square foot shallow teaching pool ranging from 3.0 to 4.6 feet deep
-  90-92 Degree Water Temperature (ideal for body temperature regulation and motor movement)
-  Air Condition Reception/Viewing Area for parents with free WiFi
-  Swim Store supplying you with all your aquatic and educational activity supply needs
-  State of the art pool filtration and treatment systems

Our filtration system goes above and beyond typical treatment packages found in traditional swim school pools. It was designed with industrial grade controls, filtration, and treatment systems that have been used in the most rigorous Florida municipal pool and water park applications for nearly 30 years. Our type of system has received "EPA-approved validation" for performance to assure SFBF patrons protection against waterborne diseases.







Our Curriculum

Small Fish Big Fish Swim School teaches more than just swimming - it gives our students a foundation for life. Our curriculum, teacher training, and evaluation system are all designed to provide a total "Aquatic Education."

Our goal for all programs is to teach water safety and instill in all students a love for the water. Our technique to achieve water safety is to teach all of our students to "live in the water." Many students are water safe, but do what we call panic swimming. When a student truly learns to "live in the water" the strokes come easily.

We find that the more a child enjoys the lessons the more successful the learning process is.

Here is a breakdown of our classes and skill sets needed to move along the curriculum:

	Class Name	Age	Prerequisites
	Minnows	2.5-4 years	<ul style="list-style-type: none">• If under 36 months child should start in older baby and me program if not comfortable with separation• Goal is introduction to buoyancy, balance and breath control (comfort in the water)
	Advanced Minnows	2.5-4 years	<ul style="list-style-type: none">• Comfortable in the water(buoyancy, balance and breath control)• Submersion and breath control
	Super Minnows	2.5-4 years	<ul style="list-style-type: none">• Swim 3 ft. with eyes in comfortably• Back Float
	Guppies (Level 1)	4 + years	<ul style="list-style-type: none">• If child has enormous apprehension a private lesson is recommended• Goal is introduction to buoyancy, balance and breath control (comfort in the water)
	Goldfish (Level 2)	4 + years	<ul style="list-style-type: none">• Comfortable in the water(buoyancy, balance and breath control)• Submersion and breath control
	Clownfish (Level 3)	4 + years	<ul style="list-style-type: none">• Swim 5 ft. with eyes in comfortably• Back Float

Small Fish Big Fish Swim School will honor and accept the swim vouchers for \$50.00 and ask for the families to contribute \$15 per students and in return will give six thirty min. group swim lessons. *If a group of students come together we will waive the \$15.00.*
We currently hold classes (subject to change as demand increases)

Monday - Thursday's 9:00am-7:30pm
Sat and Sun. 8:30am-2:00pm

All class times and open slots are listed on our website www.smallfishbigfish.com

Wednesday- 06:00 PM - 06:30 PM	Level 1/2: Guppies/Goldfish
Wednesday- 06:00 PM - 06:30 PM	Level 2: Goldfish
Thursday- 11:00 AM - 11:30 AM	Minnows
Thursday- 02:30 PM - 03:00 PM	Super Advanced Minnow
Thursday- 03:00 PM - 03:30 PM	Level 1/2: Guppies/Goldfish
Thursday- 03:00 PM - 03:30 PM	Level 3: Clownfish
Thursday- 03:30 PM - 04:00 PM	Level 3: Clownfish
Thursday- 04:00 PM - 04:30 PM	Minnows
Thursday- 04:30 PM - 05:00 PM	Minnows
Thursday- 04:30 PM - 05:00 PM	Level 3: Clownfish
Thursday- 04:30 PM - 05:00 PM	Level 3: Clownfish
Thursday- 05:00 PM - 05:30 PM	Level 1/2: Guppies/Goldfish
Thursday- 05:00 PM - 05:30 PM	Level 3: Clownfish
Thursday- 05:30 PM - 06:00 PM	Level 1/2: Guppies/Goldfish
Saturday- 09:00 AM - 09:30 AM	Minnows
Saturday- 09:00 AM - 09:30 AM	Level 1/2: Guppies/Goldfish
Saturday- 09:30 AM - 10:00 AM	Level 1/2: Guppies/Goldfish
Saturday- 10:00 AM - 10:30 AM	Level 1/2: Guppies/Goldfish
Saturday- 10:00 AM - 10:30 AM	Level 1/2: Guppies/Goldfish
Saturday- 10:30 AM - 11:00 AM	Level 1/2: Guppies/Goldfish
Saturday- 11:00 AM - 11:30 AM	Level 1/2: Guppies/Goldfish
Saturday- 11:00 AM - 11:30 AM	Level 3: Clownfish
Saturday- 11:30 AM - 12:00 PM	Level 3: Clownfish
Saturday- 12:30 PM - 01:00 PM	Minnows
Saturday- 12:30 PM - 01:00 PM	Level 3: Clownfish