

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	April 10, 2018	<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 Interlocal Agreements for Swimming Lessons for FY 2018 with:

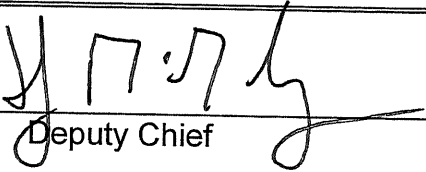
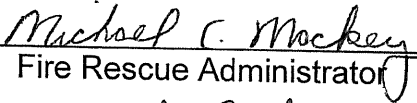

- A) Village of Wellington; and
- B) City of West Palm Beach.

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 (SB)

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) Interlocal Agreement for Swimming Lessons with the Village of Wellington
- 2) Interlocal Agreement for Swimming Lessons with the City of West Palm Beach

Recommended by:		3-26-18
	Deputy Chief	Date
Approved by:		3-26-18
	Fire Rescue Administrator	Date
Approved by:		3/30/18
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
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 _____
 Does this item include the use of federal funds? Yes _____ No X

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: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 3/27/18
 OFMB *[Signature]* 3/23/18
[Signature] 3/29/18
 Contract Development and Control
 3/29/18 *[Signature]*

B. Legal Sufficiency

[Signature] 3/29/18
 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.)

**INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 8th day of March, 2018, 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 Village of Wellington, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter referred to as "MUNICIPALITY").

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

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

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

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

ARTICLE 1 - SERVICES

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

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

COUNTY copies of the facility's current operating permit and most current inspection report, which must evidence a satisfactory inspection.

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

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on March 1, 2018 and shall remain in effect until September 30, 2018.

ARTICLE 3 - PAYMENTS TO MUNICIPALITY

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

ARTICLE 4 - TERMINATION

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

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

ARTICLE 7 - AVAILABILITY OF FUNDS

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

ARTICLE 8 - INSURANCE

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, MUNICIPALITY acknowledges to be self-insured for General Liability, Automobile Liability and Professional Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event MUNICIPALITY maintains third-party Commercial General Liability, Business Auto Liability and Professional Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, MUNICIPALITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

MUNICIPALITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

When requested, MUNICIPALITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Agreement.

ARTICLE 9 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and MUNICIPALITY shall indemnify, defend and hold harmless COUNTY against any actions,

claims, or damages arising out of MUNICIPALITY'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

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

ARTICLE 11 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in 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 MUNICIPALITY.

ARTICLE 12 - CONFLICT OF INTEREST

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

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

ARTICLE 13 - EXCUSABLE DELAYS

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

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

ARTICLE 14 - ARREARS

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

ARTICLE 15 – PUBLIC RECORDS

The MUNICIPALITY shall comply with Florida's Public Records Law with regard to any documents or other records relating to this Agreement.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 17 - CONTINGENT FEES

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

ARTICLE 18 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 19 - NONDISCRIMINATION

The MUNICIPALITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

ARTICLE 20 - AUTHORITY TO PRACTICE

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

ARTICLE 21 - SEVERABILITY

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

ARTICLE 22- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list

maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 23 - SURVIVABILITY

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

ARTICLE 24 - NOTICE

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

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

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

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

ARTICLE 25 - FILING

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

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

WITNESS

Laura Chau
Signature
Laura Chau
Name (type or Print)

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

By: *Michael C. Mackey*
~~Michael Mackey~~
~~Jeffrey P. Collins~~, Fire Rescue Administrator,
through Verdenia C. Baker, County Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *[Signature]*
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: *[Signature]*
Palm Beach County Fire Rescue

ATTEST:

By: *[Signature]*
Village Clerk

VILLAGE OF WELLINGTON, FLORIDA

By: *[Signature]*
Anne Gerwig, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*
City Attorney

POOL PASSES

ANNUAL PASS

ADULT: \$159

CHILD: \$106

SENIOR: \$106

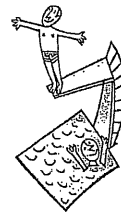
For any two members: \$265

For any two seniors: \$185

For additional member: \$53

SPLASH PASS

12 VISITS FOR THE PRICE OF 10!

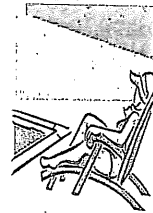


ADULT: \$50

CHILD: \$30

SENIOR: \$20

NO REFUNDS



Sunshine Rentals

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

Cost Breakdown

Cost includes \$100 non-refundable deposit

Main Pool, Diving Boards, Spray Ground, Baby Pool:		Main Pool, Diving Boards, Spray Ground, Baby Pool, AND Slides:	
3 hour rental	\$256.00	3 hour rental	\$256.00
4 lifeguards	\$144.00	7 lifeguards	\$244.00
Total:	\$400.00	Total:	\$500.00

Diving Lessons

Water-safe children take their first steps into the exciting world of top-notch diving. Learn proper springboard diving techniques. Participants must have a basic knowledge of swimming skills. There is a one time \$16 insurance fee due to instructor on the first day of class. Ages 5-18

Code	Day	Date	Time	Fee R/NR
219004 A1	W/F	4/4-4/27	5:00P-5:45P	\$120
219004 A2	W/F	5/2-5/25	5:00P-5:45P	\$120

Swim Team

For swim team tryouts and information, meet with the head coach Rich Whalen on from Monday or Wednesday at 5:00pm or 6:30pm.

Swim and Dive

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

Code	Day	Date	Time	Fee R/NR
219003 A1	W/F	4/4-4/27	2:45P-3:30P	\$120
219003 A2	W/F	4/4-4/27	6:00P-6:45P	\$120
219003 B1	W/F	5/2-5/25	2:45P-3:30P	\$120
219003 B2	W/F	5/2-5/25	6:00P-6:45P	\$120



HOURS OF OPERATION

September 4th- May 28th

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

Sunday-Monday: Closed

Hours are subject to change.

DAILY ADMISSION

ADULT: \$5.00

CHILDREN (3-17): \$3.00

SENIOR (55+): \$2.00

CHILDREN UNDER 2: Free

Slides and Diving Board Hours

Diving Boards:

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

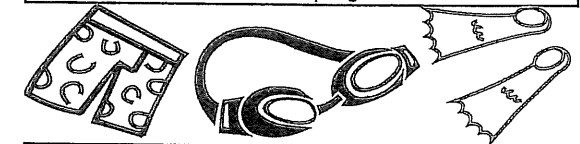
Saturday-10:00a to close

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

Hours subject to change

Slides

Closed Until Spring Break



Address: 12072 Forest Hill Blvd

Wellington Florida 33414

Phone: (561)791-4770

Fax: (561) 904-5882

Website: wellingtonfl.gov

WATER AEROBICS

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

TIMES

Tuesday-Friday
10:00A-11:00A

PRICES

\$4.00
Per Class
Or
Buy 5 passes for \$16.00

Jr. Lifeguarding

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

Code	Day	Date	Time	Fee	R/NR
219020 AI	3/19-3/22	M-T	10:00a-1:00p	\$60	

Adult Lap Swim

This unique program offers early morning pool access for lap swim. The pass is \$60 per month and works as a pass for regular business hours.

Lap swim opens at:
5:00am-7:00am
Tuesday- Friday

See Front desk staff with any questions and sign up today!

Swimming Lessons

Swim lessons with Wellington! Certified instructors can help your child progress through the different levels. Registration closes one week prior to the first day of class. Lessons are Tuesday through Friday for two weeks and are \$60, except In-Betweens which is \$105. First time registrations require proof of date of birth.

Session Dates

Session I: 2/20-3/02	Code A	Session IV: 4/10-4/20	Code D
Session II: 3/06-3/16	Code B	Session V: 4/24-5/04	Code E
Session III: 3/27-4/06	Code C	Session VI: 5/08-5/18	Code F
		Session VI: 5/22-6/01	Code G

Times

In-Between

10:00a, 10:40a, 4:00p

Parent & Tot

11:20a, 6:00p

Pre 1

10:00a, 10:40a, 4:00p, 4:40p, 6:00p

Pre 2

10:40a, 11:20a, 4:00p, 6:00p

Pre 3

10:00a, 5:20p

Level 1

4:40p, 5:20p

Level 2

4:40p, 5:20p

Level 3

4:00p, 4:40p

Adults

5:20p, 6:00p

Adaptive Aquatics

11:20a

Lesson Description

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

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

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

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

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

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

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

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

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

Parent & Tot: This fun filled, water acclimation course is for the child and parent. Parent or guardian is required to enter the water with their child. **Ages 6 months to 3 years**

POOL PASSES

ANNUAL PASS

ADULT: \$159

CHILD: \$106

SENIOR: \$106

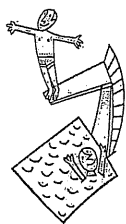
For any two members: \$265

For any two seniors: \$185

For additional member: \$53

SPLASH PASS

12 VISITS FOR THE PRICE OF 10!

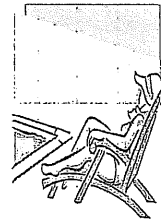


ADULT: \$50

CHILD: \$30

SENIOR: \$20

NO REFUNDS



SUMMER PASS

May 1st- Sept 30th

Individual: \$80.00

Two-Person: \$133.00

Four-Person: \$213.00

Any additional member: \$53

Sunshine Rentals

Sunday morning "Sunshine" rentals are being offered at the Wellington Aquatic Complex from 9:00am-12:00pm. These rentals will include the lifeguards needed to maintain safety of the party, access to shade structures, chairs, tables, and admission for your guests. A \$100 deposit is due at the time of the reservation. Final payment is due two weeks prior to the party. If full payment is not made, deposit will be forfeited. Reservations must be made at least 2 weeks in advance. This rental is a private party just for you and your guests. Additional cost for parties with over 300 people.

Cost Breakdown

Cost includes \$100 non-refundable deposit

<u>Main Pool, Diving Boards,</u>		<u>Main Pool, Diving Boards,</u>	
<u>Spray Ground, Baby Pool:</u>		<u>Spray Ground, Baby Pool, AND</u>	
		<u>Slides:</u>	
3 hour rental	\$256.00	3 hour rental	\$256.00
4 lifeguards	\$144.00	7 lifeguards	\$244.00
Total:	\$400.00	Total:	\$500.00

Diving Lessons

Water-safe children take their first steps into the exciting world of top-notch diving. Learn proper springboard diving techniques. Participants must have a basic knowledge of swimming skills. There is a one time \$16 insurance fee due to instructor on the first day of class. Ages 5-18

Code	Day	Date	Time	Fee R/NR
419004 A1	W/F	6/6-6/29	5:00pm-5:45pm	\$120
419004 B1	W/F	7/6-8/01	5:00pm-5:45pm	\$120
419004 C1	W/F	8/8-8/31	5:00pm-5:45pm	\$120

Swim Team

For Swim Team tryouts and information, meet with the head coach Rich Whalen from Monday through Friday after swim practice between 9:00am and 9:15am. For further information, visit their website at Wellingtonswimming.com.



Swim and Dive

Swimming and Diving lessons in one class! Are you not sure if your child would like the dive or swim team? This is an opportunity for children as young as 4 years old to improve their swimming skills and start learning about the diving board before joining the team. There is a one time \$16 insurance fee due on the first day of class. Ages 4-9

Code	Day	Date	Time	Fee R/NR
419003 A1	W/F	6/6-6/29	2:45pm-3:30pm	\$120
419003 A2	W/F	6/6-6/29	6:00pm-6:45pm	\$120
419003 B1	W/F	7/6-8/01	2:45pm-3:30pm	\$120
419003 B2	W/F	7/6-8/01	6:00pm-6:45pm	\$120
419003 C1	W/F	8/8-8/31	2:45pm-3:30pm	\$120
419003 C2	W/F	8/8-8/31	6:00pm-6:45pm	\$120



HOURS OF OPERATION

May 28th- September 3rd

Monday-Saturday: 9:00am-7:00pm

Sunday: 12:00pm-7:00pm

Holidays: 12:00pm-5:00pm

Hours are subject to change.

DAILY ADMISSION

ADULT: \$5.00

CHILDREN (3-17): \$3.00

SENIOR (55+): \$2.00

CHILDREN UNDER 2: Free

Slides and Diving Board Hours

Diving Boards:

Monday/Tuesday/Thursday: 10:00am-4:00pm

Saturday/Sunday: 12:00pm to 5:30pm

Wednesday/Friday: 10:00am-2:30pm

Slides

Monday-Friday: 12:00pm-4:00pm

Saturday-Sunday: 12:00pm-5:30pm



Address: 12072 Forest Hill Blvd
Wellington Florida 33414
Phone: (561)791-4770
Fax: (561) 904-5882
Website: wellingtonfl.gov

WATER AEROBICS

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

TIMES

Tuesday – Friday
9:00am-10:00am

PRICES

Mon, Wed, Fri
\$4.00
Or
Buy 5 passes for \$16.00

Junior Lifeguard

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

Code	Day	Date	Time	Fee R/NR
419016 AI	M-Th	6/4-6/7	10:00am-1:00pm	\$60.00
419016 BI	M-Th	6/18-6/21	10:00am-1:00pm	\$60.00
419016 CI	M-Th	7/09-7/12	10:00am-1:00pm	\$60.00
419016 DI	M-Th	7/23-7/26	10:00am-1:00pm	\$60.00
419016 EI	M-Th	8/06-8/09	10:00am-1:00pm	\$60.00

Adult Lap Swim

\$60 a month For Early access to Facility.

Tuesday, Wednesday, Thursday, and Friday from 5a-7a.

This monthly fee also works as a pass during normal operating hours. For more information please see front desk staff.

Swimming Lessons

Now is the time to be scheduling your child's swim lessons with Wellington! Certified instructors can help your child progress through the different levels. Registration closes one week prior to the first day of class. All lessons are \$60, except In-Betweens which are \$105. All sessions are 8 classes From June through August, all sessions are from Monday through Thursday for two weeks. First time registration requires proof of date of birth .

Session Dates

Session I: 6/4-6/14	Code A	Session IV: 7/23-8/02	Code D
Session II: 6/18-6/28	Code B	Session VI: 8/06-8/16	Code E
Session III: 7/09-7/19	Code C	Session VI: 8/20-8/30	Code F

Times

All times listed below apply for all session dates.

Parent & Tot

10:20a, 6:00p

In-Between

9:00a, 9:40a, 4:40p, 5:20p

Pre 1

9:00a, 10:20a, 4:00p, 4:40p, 6:00p

Pre 2

9:00a, 10:20a, 4:00p, 4:40p, 5:20p

Pre 3

9:00a, 10:20a, 4:40p, 5:20p, 6:40p

Level 1

9:00a, 9:40a, 4:00p, 6:00p, 6:40p

Level 2

9:40a, 10:20a, 4:00p, 6:00p

Level 3

9:40a, 4:40p, 5:20p, 6:40p

Level 4

9:40a, 4:00p, 6:40p

Adults

5:20p, 6:00p, 6:40p

Adaptive Aquatics

10:20a, 6:00p

Lesson Description

Parent & Tot: This fun filled, water acclimation course is for the child and parent. Parent or guardian is required to enter the water with their child. **Ages 6 months to 3 years**

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

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

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

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

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

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

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

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

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

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

**INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 8th day of March, 2018, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the City of West Palm Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter referred to as "MUNICIPALITY").

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

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

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

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

ARTICLE 1 - SERVICES

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

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

COUNTY copies of the facility's current operating permit and most current inspection report, which must evidence a satisfactory inspection.

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

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on March 1, 2018 and shall remain in effect until September 30, 2018.

ARTICLE 3 - PAYMENTS TO MUNICIPALITY

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

ARTICLE 4 - TERMINATION

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

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

ARTICLE 7 - AVAILABILITY OF FUNDS

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

ARTICLE 8 - INSURANCE

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, MUNICIPALITY acknowledges to be self-insured for General Liability, Automobile Liability and Professional Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event MUNICIPALITY maintains third-party Commercial General Liability, Business Auto Liability and Professional Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, MUNICIPALITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

MUNICIPALITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

When requested, MUNICIPALITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Agreement.

ARTICLE 9 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and MUNICIPALITY shall indemnify, defend and hold harmless COUNTY against any actions,

claims, or damages arising out of MUNICIPALITY'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

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

ARTICLE 11 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in 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 MUNICIPALITY.

ARTICLE 12 - CONFLICT OF INTEREST

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

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

ARTICLE 13 - EXCUSABLE DELAYS

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

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

ARTICLE 14 - ARREARS

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

ARTICLE 15 – PUBLIC RECORDS

The MUNICIPALITY shall comply with Florida's Public Records Law with regard to any documents or other records relating to this Agreement.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 17 - CONTINGENT FEES

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

ARTICLE 18 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 19 - NONDISCRIMINATION

The MUNICIPALITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

ARTICLE 20 - AUTHORITY TO PRACTICE

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

ARTICLE 21 - SEVERABILITY

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

ARTICLE 22- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list

maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 23 - SURVIVABILITY

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

ARTICLE 24 - NOTICE

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

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

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

City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
Attn: Jeffrey L. Green, City Administrator

ARTICLE 25 - FILING

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

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

WITNESS

Laura Chan
Signature
Laura Chan
Name (type or Print)

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

By: Michael Mackey
~~Jeffrey P. Collins~~, Fire Rescue Administrator,
through Verdenia C. Baker, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Tom Burr
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Ed Welch
Palm Beach County Fire Rescue

ATTEST:

By: Hazel L. Gannon
City Clerk

CITY OF WEST PALM BEACH, FLORIDA

By: Geraldine Muoio
Geraldine Muoio, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
City Attorney



WEST PALM BEACH

Parks and Recreation

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

EXHIBIT "A"

SWIMMING LESSONS

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

Please call the facility for specific class offerings during each time slot. All levels are not offered during each time slot. You will be registering for a class that meets 30 minutes each day for eight days.

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

PARENT AND CHILD COURSE

The parent and child classes are designed for children 6 months through 3 years. Instructors will teach you the skills to use play as a form of learning to provide a fun environment for your child.

PRESCHOOL COURSES

The preschool program is designed for children 4 - 5 years of age. Children 3 years old are welcome to participate after a brief assessment from staff

Preschool - Level 1

Skills taught are: water entry and exiting, submerging mouth, nose and eyes, and gliding on the front and back.

Preschool - Level 2

Skills taught are: bobbing, demonstrating front and back glides independently for 15 seconds, changing direction while swimming, and demonstrating all the skills from the previous levels without assistance.

Preschool - Level 3

For children who have learned basic skills but are not yet ready to swim alone. Skills taught are: floating, opening eyes under water and retrieving an object, treading water and combining arm and leg actions.

YOUTH COURSES

Research shows that learning lifetime fitness skills, such as swimming reduces the risk of obesity, diabetes and depression. All levels will also learn water safety skills.

Level 1 - Introduction to Water Skills

Children will increase their comfort level in the water.

Level 2 - Fundamental Aquatic Skills

Children will learn floating without support and beginning arm and leg actions in this class.

Level 3 - Stroke Development

Kids will learn to coordinate the front and back crawl.

Level 4 - Stroke Improvement

Breaststroke, butterfly, elementary backstroke are introduced during this course.

Level 5 - Stroke Refinement

Coordination and refinement of strokes are the primary focus of this course.

Level 6 - Personal Water Safety

For information about learning Personal Water Safety, Fitness Swimming or Lifeguard Readiness, please call staff for details.



WEST PALM BEACH

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Parks and Recreation

ADULT COURSES

Level 1 or Level 2

Swimming is a lifelong sport that anyone of any age can learn. Learning how to swim can be intimidating but is really easier than you think. Let your professional staff at Warren Hawkins Aquatic Center teach you to feel confident in and around the water. Learn at your own pace. Develop your strokes. Train for specific events. Learn to teach skills to others. Don't let low confidence stand in your way. Learn to swim and feel confident about boating, kayaking, snorkeling and just going to the beach or pool beach to enjoy the sun and water.

PRIVATE SWIM LESSONS

Private swim lessons provide the greatest flexibility for swimmers of any age. From the beginner hesitant to enter the water to the competitive athlete looking to become more efficient in the water; you will have one-on-one attention. Sessions consist of 8/20 minutes lessons. After the initial session, additional lessons may be purchased individually at a 25% discounted rate. Semi-private lessons are also available. Call for details.

Weekday Courses

Ages: 6 months - adult
Days: Monday - Thursday OR Monday/Wednesday
 8/30 minute lessons
Fees: \$35.00 Resident
 \$44.00 Non-resident

Saturday Courses

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

Private Swim Lessons

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

Semi-Private Swim Lessons

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

Summer Camp Groups

Ages: 5 -12
Day: TBD with group 6/30-45 minute lessons
Fees: \$35.00



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VPK Groups

Ages: 3 - 5

Day: TBD with group 6/30-45 minute lessons

Fees: \$35.00



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Parks and Recreation

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Spring 2018

Saturdays	
April 21, 2018 - June 9, 2018	
Parent and Child	10:00 AM - 10:30 AM
Preschool 2	10:00 AM - 10:30 AM
Level 1	10:00 AM - 10:30 AM
Preschool 1	10:40 Am - 11:10 AM
Level 1	10:40 AM - 11:10 AM
Level 2	10:40 AM - 11:10 AM
Level 3	11:20 AM - 11:50 AM
Adult 1	11:20 AM - 11:50 AM

Monday and Wednesday	
April 30, 2018 - May 23, 2018	
Preschool 1	5:30 PM - 6:00 PM
Level 1	5:30 PM - 6:00 PM
Preschool 1	6:10 PM - 6:40 PM
Level 1	6:10 PM - 6:40 PM
Level 2	6:10 PM - 6:40 PM
Level 3	6:50 PM - 7:20 PM
Level 4	6:50 PM - 7:20 PM
Adult 1	6:50 PM - 7:20 PM

*All Dates and times are subject to change due to: weather, pool use, staffing, and participation



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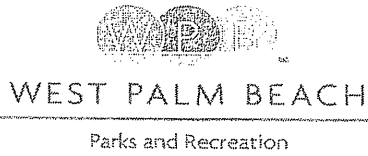
Summer 2018

Saturdays	
June 16, 2018 - August 4, 2018	
Parent and Child	10:00 AM - 10:30 AM
Preschool 1	10:00 AM - 10:30 AM
Level 1	10:00 AM - 10:30 AM
Level 1	10:40 AM - 11:10 AM
Level 2	10:40 AM - 11:10 AM
Preschool 2	11:20 AM - 11:50 AM
Adult 1	11:20 AM - 11:50 AM
Preschool 1	12:00 PM - 12:30 PM
Level 3	12:00 PM - 12:30 PM

Monday thru Thursday	
June 4, 2018 - June 14, 2018	
Parent and Child	5:30 PM - 6:00 PM
Preschool 1	5:30 PM - 6:00 PM
Level 1	5:30 PM - 6:00 PM
Preschool 2	5:30 PM - 6:00 PM
Preschool 1	6:10 PM - 6:40 PM
Level 1	6:10 PM - 6:40 PM
Level 2	6:10 PM - 6:40 PM
Level 3	6:50 PM - 7:20 PM
Level 4	6:50 PM - 7:20 PM
Adult 1	6:50 PM - 7:20 PM

Monday thru Thursday	
June 18, 2018 - June 28, 2018	
Parent and Child	5:30 PM - 6:00 PM
Preschool 1	5:30 PM - 6:00 PM
Level 1	5:30 PM - 6:00 PM
Preschool 2	5:30 PM - 6:00 PM
Preschool 1	6:10 PM - 6:40 PM
Level 1	6:10 PM - 6:40 PM
Level 2	6:10 PM - 6:40 PM
Level 3	6:50 PM - 7:20 PM
Level 4	6:50 PM - 7:20 PM
Adult 1	6:50 PM - 7:20 PM

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Monday thru Thursday	
July 9, 2018 - July 19, 2018	
Parent and Child	5:30 PM - 6:00 PM
Preschool 1	5:30 PM - 6:00 PM
Level 1	5:30 PM - 6:00 PM
Preschool 2	5:30 PM - 6:00 PM
Preschool 1	6:10 PM - 6:40 PM
Level 1	6:10 PM - 6:40 PM
Level 2	6:10 PM - 6:40 PM
Level 3	6:50 PM - 7:20 PM
Level 4	6:50 PM - 7:20 PM
Adult 1	6:50 PM - 7:20 PM

Monday thru Thursday	
July 23, 2018 - August 2, 2018	
Parent and Child	5:30 PM - 6:00 PM
Preschool 1	5:30 PM - 6:00 PM
Level 1	5:30 PM - 6:00 PM
Preschool 2	5:30 PM - 6:00 PM
Preschool 1	6:10 PM - 6:40 PM
Level 1	6:10 PM - 6:40 PM
Level 2	6:10 PM - 6:40 PM
Level 3	6:50 PM - 7:20 PM
Level 4	6:50 PM - 7:20 PM
Adult 1	6:50 PM - 7:20 PM

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Fall 2018

Saturdays	
August 11, 2018 - September 29, 2018	
Parent and Child	10:00 AM - 10:30 AM
Preschool 2	10:00 AM - 10:30 AM
Level 1	10:00 AM - 10:30 AM
Level 1	10:40 AM - 11:10 AM
Level 2	10:40 AM - 11:10 AM
Level 3	11:20 AM - 11:50 AM
Adult 1	11:20 AM - 11:50 AM

Monday and Wednesday	
August 6, 2017 - September 18, 2017*	
*no class Labor Day Make up day Sept 18	
Preschool 1	5:30 PM - 6:00 PM
Level 1	5:30 PM - 6:00 PM
Level 1	6:10 PM - 6:40 PM
Level 2	6:10 PM - 6:40 PM
Level 3	6:50 PM - 7:20 PM
Level 4	6:50 PM - 7:20 PM
Adult 1	6:50 PM - 7:20 PM

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