

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date:	May 1, 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:

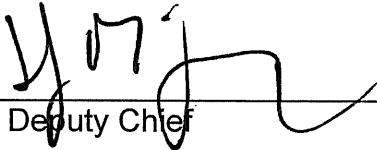
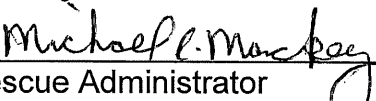

- A) City of Palm Beach Gardens; and
- B) City of Riviera Beach.

**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 City of Palm Beach Gardens
- 2) Interlocal Agreement for Swimming Lessons with the City of Riviera Beach

Recommended by:		Date
	Deputy Chief	
Approved by:		4/12/18
	Fire Rescue Administrator	Date
Approved by:		4/17/18
	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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>*</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>0</b>	_____	_____	_____	_____

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]* 4/13/18  
 OFMB *[Signature]* 4/13/18  
*[Signature]* 4/12/18

*[Signature]* 4/11/18  
 Contract Development and Control  
 4/16/18 *[Signature]*

**B. Legal Sufficiency**

*[Signature]* 4/17/18  
 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 3<sup>rd</sup> day of April, 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 Palm Beach Gardens, 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 Palm Beach Gardens Recreation Department  
4404 Burns Road  
Palm Beach Gardens, FL 33410  
Attn: Laura Schuppert, Director

With a copy to:  
City of Palm Beach Gardens  
10500 N. Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Attorney

**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

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

ckopelakis  
Signature

By: Michael C. Mackey  
Michael Mackey, Fire Rescue Administrator,  
through Verdenia C. Baker, County Administrator

CARRIE ANN KOPELAKIS  
Name (type or Print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: Shirley B...  
County Attorney

By: [Signature]  
Palm Beach County Fire Rescue

ATTEST:

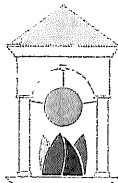
CITY OF PALM BEACH GARDENS, FLORIDA

By: [Signature]  
City Clerk

By: [Signature]  
Ron Ferris, City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
City Attorney



PALM BEACH  
*Gardens*  
RECREATION

# Spring 2018 Learn to Swim Program

GROUP LESSON FEES PER SESSION: \$60 Resident/\$75 Non-Resident

ADAPTIVE AQUATICS LESSON FEES PER SESSION: \$30 Resident/\$38 Non-Resident

\*PRIVATE LESSON FEES PER ½ HOUR: \$45 Resident/ \$80 Non-Resident

\*To schedule a private lesson, please fill out our online request form at [www.pbgrec.com/aquatics](http://www.pbgrec.com/aquatics)

<b>Group Lessons</b>	
<b>March 26-April 11 M/W</b>	
Registration begins March 5	
4:30-5:10pm	1P,2P,3P
5:20-6:00pm	1,2, Parent & Tot
6:10-6:50pm	3,4, Junior Makos
<b>April 16-May 2 M/W</b>	
Registration begins April 2	
4:30-5:10pm	1P,2P,3P
5:20-6:00pm	Parent & Tot, Little Makos, 1
6:10-6:50pm	2,3, Junior Makos
<b>May 7-May 23 M/W</b>	
Registration begins April 23	
4:30-5:10pm	Parent & Tot, 1, 2
5:20-6:00pm	1P,2P,3P
6:10-6:50pm	3,4, Junior Makos

<b>Saturday Parent and Tot</b>		
Registration begins March 5		
March 31-May 5	9:20-10:00am	
<b>Adaptive Aquatics</b>		
Registration begins March 5		
Saturdays	March 31-April 21	10:10-10:40am
Saturdays	April 28-May 19	10:10-10:40am
<b>Adult Beginner Lessons</b>		
Registration begins March 5		
Saturdays	March 31-April 21	8:10-9:10am
Saturdays	April 28-May 19	8:10-9:10am

Please see class descriptions and important policies on the back of this flyer.  
If you are unsure of your swimmer's skill level, please call 630-1126 to schedule a brief skills evaluation.



Palm Beach Gardens Aquatic Complex  
4404 Burns Rd,  
Palm Beach Gardens, FL 33410

561-630-1100 • WWW.PBGREC.COM • RECINFO@PBGFL.COM

*This publication is funded through program revenue.*



# Where Do I Place My Swimmer?

The prerequisite for each class level is the successful completion of the preceding class level skills. If you are not sure which level is correct for your swimmer, please call 630-1106 to schedule a skills evaluation.

## Class Policies and Procedures:

Participants must have previous level certificate or be able to demonstrate those skills on the first class meeting.

Participant will not be permitted to participate in a class beyond their skill level regardless of registration. Participants will only be transferred to the appropriate class if space is available.

Please keep in mind the possibility of student progression when signing up for multiple sessions.

Parents are required to stay within the Aquatic Complex during their swimmer's lesson.

To prevent distraction, parents should refrain from interacting with their child during the lesson.

Instructor to student ratios:  
Level 1/1P-Level 3/3P is 1:6.  
All remaining classes: 1:10. Classes may be cancelled, combined and/or changed at management's discretion.

Please call the weather hotline (561-630-1127) for weather cancellation updates. Classes may be held in a classroom due to inclement weather. In the event a class is cancelled by management, five minutes will be added on to the remaining lessons for that session. This will only be done for one cancelled lesson.

Please plan your schedule carefully. There are no make-up lessons or credits for missed classes.

## Parent and Tot

Ages: 6 months to 3 yrs

**Objectives:** This class is designed to develop the child's level of comfort in and around the water and is not intended to be a "learn to swim" program. Parents will be provided with techniques to orient their child to the water. A parent or guardian is required to be in the water with the child at all times.

## Level 2P Ages: 3-5 yrs

Level 2 Ages: 6-12 yrs

**Objectives:** Float on front and back independently. Submerging, holding breath, bobbing and retrieving objects. Alternating arm and leg actions on front and back.

## Level 4 Ages: 6-12 yrs

**Objectives:** Swimming front crawl and elementary backstroke for greater distances. Build upon scissors kick and dolphin kick; adding arms for butterfly. Backstroke and breaststroke are introduced.

## Adult Beginner

Ages: 13 and up

Swimmers will be taught to their level which may include submerging mouth, nose and eyes, front and back float, alternating arm and leg action, gliding and survival swimming.

## Level 1P Ages: 3-5 yrs

Level 1 Ages: 6-12 yrs

Orients children to the aquatic environment and teaches them basic aquatic skills. *Must be able to leave parent willingly, follow directions, and behave appropriately in a class setting.*

**Objectives:** Blowing bubbles; submerging mouth, nose and eyes; opening eyes under water and retrieving objects. Front and back floats with assistance.

## Level 3P Ages: 3-5 yrs

Level 3 Ages: 6-12 yrs

**Objectives:** Front crawl and elementary backstroke. Rotary breathing, flutter, scissors, dolphin and breaststroke kicks. Build on fundamentals of treading water.

## Little Makos Ages: 4-5 yrs

Junior Makos Ages: 6-12 yrs

**Objectives:** Front crawl, backstroke, butterfly, breaststroke and elementary backstroke. Flip turns for front and back are introduced.

## Private swim lessons

Ages: 6 months and up

**Fee per half hour:**

\$40 Residents/\$52 Non-Residents

**6 lesson pass\*:**

\$210 Residents/\$282 Non-Residents

\*30 mins each, 3 month expiration

**INTERLOCAL AGREEMENT  
FOR SWIMMING LESSONS**

This Agreement is made as of the 3<sup>rd</sup> day of April, 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 Riviera Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter referred to as "MUNICIPALITY").

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

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

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**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 Riviera Beach Parks and Recreation Department  
1621 West Blue Heron Boulevard  
Riviera Beach, FL 33404  
Attn: Richard Blankenship, Director

**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

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

Chopelaki  
Signature

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

CARRIE ANN KOPELAKIS  
Name (type or Print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: Jim Bur  
County Attorney

By: [Signature]  
Palm Beach County Fire Rescue

ATTEST:  
By: [Signature]  
City Clerk

CITY OF RIVIERA BEACH, FLORIDA  
By: Thomas A. Masters  
Thomas A. Masters, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
By: [Signature]  
City Attorney

# **Barracuda Bay Aquatic Complex**

## **Learn to Swim 2017**

All classes are taught by American Red Cross certified Water Safety Instructors.

### **Skill Levels**

#### **Parent and Child Aquatics (Ages 6 months -3 yrs. old)**

**Level 1** – Introduces basic skills to parents and children, including safety topics.

**Level 2** – Builds on the skills introduced in Level 1, with participants improving these skills and learning more advanced skills.

#### **Preschool Aquatics NEW! (Ages 4yrs. – 5yrs. old)**

##### ***Level I***

Helps participants feel comfortable in the water and to enjoy the water safely.

##### ***Level II***

Builds on the skills learned in Level 1 and gives participants success with fundamental skills such as floating and basic locomotion.

##### ***Level III***

Builds on the skills in Level 2 and improves participants' coordination of simultaneous arm and leg actions and alternating arm and leg actions.

#### **Learn-to-Swim (Ages 6yrs.-15yrs. old)**

##### ***Level I: Introduction to Water Skills***

Helps participants feel comfortable in the water.

##### ***Level II: Fundamental Aquatic Skills***

Gives participants success with fundamental skills.

##### ***Level III: Stroke Development***

Builds on the skills in Level 2 through additional guided practice in deeper water.

##### ***Level IV: Stroke Improvement***

Develops confidence in the skills learned and improves other aquatic skills.

#### **Adult lessons for Beginners (Ages 16yrs. and older)**

*This class is designed for ages 16 and up to build on the aquatic locomotion and safety, and to develop overall confidence and competency in the aquatic environment. This level includes deep water bobbing, turns at the walls, fundamentals of elementary backstroke, front crawl, side stroke, breast stroke and rhythmic breathing*

**When:** Mondays, Wednesdays, & Fridays  
Session 1: April 2 – 13, 2018  
Session 2: April 16 – 27, 2018  
Session 3: April 30 – May 11, 2018  
Session 4: May 14 – 25, 2018  
Session 5: June 4 – 15, 2018  
Session 6: June 18 – 29, 2018  
Session 7: July 9 – 20, 2018  
Session 8: July 23 – August 3, 2018  
Session 9: August 6 – 17, 2018  
Session 10: August 20 – 31, 2018  
Session 11: September 5 – 14, 2018  
Session 12: September 17 – 28, 2018

**Times:**

**Parent/Child:**

5:15pm- 5:45pm (Level I-II)

**Preschool Aquatics NEW:**

Level I: 5:15pm- 5:45 pm  
Level II: 5:15pm- 5:45 pm  
Level III: 5:15pm- 5:45 pm

**Learn-to-Swim:**

Level I: 6:00pm – 6:30 pm  
Level II: 6:00pm – 6:30 pm  
Level III: 6:00p.m.-6:30 pm  
Level IV: 6:00p.m.-6:30 pm

**Adult Lessons:** 6:45p.m.-7:15 pm

**Location:** Barracuda Bay Aquatic Complex  
1621 W. Blue Heron Blvd  
Riviera Beach, FL 33404

**Admission:** \$20.00 per session for residents  
\$25.00 per session for non-residents

**Registration:** Call (561)845-4070  
Monday – Friday; 8:00am – 5:00pm

The City of Riviera Beach is partnering with the Palm Beach County Drowning Coalition to provide swim lessons for qualified applicants free of charge. For more information, contact the Drowning Prevention Coalition at 561-616-7068

**\* First Come /First Serve (Space is limited)**

**\* All dates and times are subject to change due to inclement weather or staffing.**