

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

| | | | |
|---------------|------------------|---|---|
| Meeting Date: | February 5, 2019 | <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 agreements for swimming lessons for FY 2019 with:

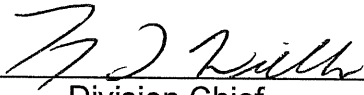
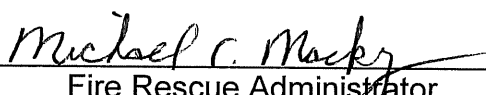

- A) Small Fish Big Fish Swim School, LLC; and
- B) Village of Wellington.

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 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) Independent Contractor Agreement with Small Fish Big Fish Swim School, LLC
- 2) Interlocal Agreement with the Village of Wellington

| | | |
|-----------------|---|----------------|
| Recommended by: | <u></u> | <u>1/23/19</u> |
| | Division Chief | Date |
| Approved by: | <u></u> | <u>1/22/19</u> |
| | Fire Rescue Administrator | Date |
| Approved by: | <u></u> | <u>1/29/19</u> |
| | Assistant County Administrator | Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2019 | 2020 | 2021 | 2022 | 2023 |
|--|----------|-------|-------|-------|-------|
| 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: *Michael M...*

III. REVIEW COMMENTS

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

[Signature] 1/24/19
 OFMB 1/24/19 1/23

[Signature] 1/28/19
 Contract Development and Control 1/28/19 TW

B. Legal Sufficiency

[Signature] 1/29/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01

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

**INDEPENDENT CONTRACTOR AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 8th day of January, 2019, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Small Fish Big Fish Swim School, LLC, an entity authorized to do business in the State of Florida and whose Federal I.D. Number is 27-1068846 (hereinafter referred to as "CONTRACTOR").

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

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

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

ARTICLE 1 - SERVICES

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

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

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

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

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on October 1, 2018 and shall remain in effect until September 30, 2019.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

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

ARTICLE 6 - PERSONNEL

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

CONTRACTOR shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. CONTRACTOR shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

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

primary basis.

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

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

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

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

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

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

ARTICLE 14 - CONFLICT OF INTEREST

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

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the

CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

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

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

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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. Failure to meet this requirement shall be considered default of the Agreement.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all

licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24- PUBLIC ENTITY CRIMES

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

ARTICLE 25 – PUBLIC RECORDS

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

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. CONTRACTOR is specifically required to:

1. Keep and maintain public records required by the COUNTY to perform the service.
2. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, CONTRACTOR shall transfer, at no cost, to the COUNTY, all public records in possession of CONTRACTOR unless notified by

COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by CONTRACTOR must be provided to the COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of CONTRACTOR to comply with the requirements of this subsection shall be a material breach of this Agreement. The COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 26 - SURVIVABILITY

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

ARTICLE 27 - NOTICE

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

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

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

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

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

Remainder of page intentionally left blank

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

WITNESS

Michelle Hebert
Signature

Michelle Hebert
Name (type or Print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

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

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

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Palm Beach County Fire Rescue

WITNESS

Jennifer Bower
Signature

Jennifer Bower
Name (type or print)

WITNESS

Cody Dickinson
Signature

Cody Dickinson
Name (type or print)

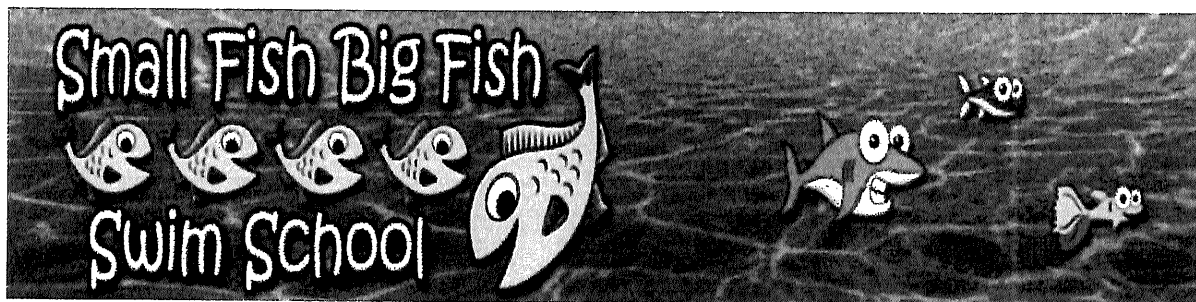
SMALL FISH BIG FISH SWIM SCHOOL, LLC

By: [Signature]
Signature

Melissa Taylor
Name (type or print)

Owner.
Title (type or print)






EXHIBIT A



About Us and Our Facility

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

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

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

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

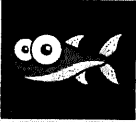

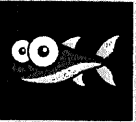



Our Curriculum

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

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

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

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

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

Small Fish Big Fish Swim School will honor and accept the swim vouchers for \$50.00 and ask for the families to contribute \$25 per students and in return will give six thirty min. group swim lessons.

Our billing structure for non-voucher customers is monthly which is a once a week class and is currently \$99.64 per month and will increase 3% in the spring 2019. We will not increase our pricing on voucher families from the DPC.

We currently hold classes (subject to change as demand increases)

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

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

Days/Times of Lessons

- Lessons occur year-round and students can enroll at any point
 - DPC students will be given a total of 6 lesson's.
 - The only day lesson's are not offered are Friday's.
 - Lesson schedules are subject to change

| Schedule | Class Name |
|--------------------------------|-----------------------------|
| Monday- 02:30 PM - 03:00 PM | Super Advanced Minnows |
| Monday- 03:30 PM - 04:00 PM | Minnows |
| Monday- 03:30 PM - 04:00 PM | Minnows |
| Monday- 04:30 PM - 05:00 PM | Level 3: Clownfish |
| Monday- 05:00 PM - 05:30 PM | Minnows |
| Monday- 05:00 PM - 05:30 PM | Level 2: Goldfish |
| Monday- 05:30 PM - 06:00 PM | Level 2: Goldfish |
| Tuesday- 10:30 AM - 11:00 AM | Minnows |
| Tuesday- 11:00 AM - 11:30 AM | Minnows |
| Tuesday- 11:30 AM - 12:00 PM | Minnows |
| Tuesday- 02:30 PM - 03:00 PM | Super Advanced Minnow |
| Wednesday- 03:00 PM - 03:30 PM | Level 3: Clownfish |
| Wednesday- 03:30 PM - 04:00 PM | Minnows |
| Wednesday- 04:30 PM - 05:00 PM | Level 1/2: Guppies/Goldfish |
| Wednesday- 04:30 PM - 05:00 PM | Level 3:: Clownfish |
| Wednesday- 05:00 PM - 05:30 PM | Minnows |
| Wednesday- 06:00 PM - 06:30 PM | Level 1/2: Guppies/Goldfish |
| Wednesday- 06:00 PM - 06:30 PM | Level 2: Goldfish |
| Thursday- 11:00 AM - 11:30 AM | Minnows |
| Thursday- 02:30 PM - 03:00 PM | Super Advanced Minnow |
| Thursday- 03:00 PM - 03:30 PM | Level 1/2: Guppies/Goldfish |
| Thursday- 03:00 PM - 03:30 PM | Level 3: Clownfish |
| Thursday- 03:30 PM - 04:00 PM | Level 3: Clownfish |
| Thursday- 04:00 PM - 04:30 PM | Minnows |
| Thursday- 04:30 PM - 05:00 PM | Minnows |

| | |
|-------------------------------|-----------------------------|
| Thursday- 04:30 PM - 05:00 PM | Level 3: Clownfish |
| Thursday- 04:30 PM - 05:00 PM | Level 3: Clownfish |
| Thursday- 05:00 PM - 05:30 PM | Level 1/2: Guppies/Goldfish |
| Thursday- 05:00 PM - 05:30 PM | Level 3: Clownfish |
| Thursday- 05:30 PM - 06:00 PM | Level 1/2: Guppies/Goldfish |
| Saturday- 09:00 AM - 09:30 AM | Minnows |
| Saturday- 09:00 AM - 09:30 AM | Level 1/2: Guppies/Goldfish |
| Saturday- 09:30 AM - 10:00 AM | Level 1/2: Guppies/Goldfish |
| Saturday- 10:00 AM - 10:30 AM | Level 1/2: Guppies/Goldfish |
| Saturday- 10:00 AM - 10:30 AM | Level 1/2: Guppies/Goldfish |
| Saturday- 10:30 AM - 11:00 AM | Level 1/2: Guppies/Goldfish |
| Saturday- 11:00 AM - 11:30 AM | Level 1/2: Guppies/Goldfish |
| Saturday- 11:00 AM - 11:30 AM | Level 3: Clownfish |
| Saturday- 11:30 AM - 12:00 PM | Level 3: Clownfish |
| Saturday- 12:30 PM - 01:00 PM | Minnows |
| Saturday- 12:30 PM - 01:00 PM | Level 3: Clownfish |

**INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 9th day of January 20 19, 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 October 1, 2018 and shall remain in effect until September 30, 2019.

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 COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the MUNICIPALITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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. Failure to meet this requirement shall be considered default of the Agreement.

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

Michelle Hebert
Signature

Michelle Hebert
Name (type or Print)

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

By: Michael C. Mackey
Michael C. Mackey, 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]
Village 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!

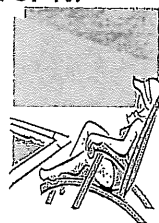


ADULT: \$50

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

| | |
|----------------------------------|-------------------------------------|
| <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 |
|-----------|-----|-----------|-------------|----------|
| 219004 A1 | W/F | 4/03-4/26 | 5:00P-5:45P | \$120 |
| 219004 A2 | W/F | 5/01-5/24 | 5:00P-5:45P | \$120 |

Swim Team

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

Practice times and prices located at www.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 to instructor on the first day of class. Ages 4-10

| Code | Day | Date | Time | Fee R/NR |
|-----------|-----|-----------|-------------|----------|
| 219003 A1 | W/F | 4/03-4/26 | 2:45P-3:15P | \$120 |
| 219003 A2 | W/F | 4/03-4/26 | 6:00P-6:45P | \$120 |
| 219003 B1 | W/F | 5/01-5/24 | 2:45P-3:15P | \$120 |
| 219003 B2 | W/F | 5/01-5/24 | 6:00P-6:45P | \$120 |



HOURS OF OPERATION

September 3rd- May 27th

Tuesday-Saturday: 10:00am-6:00pm

Sunday-Monday: CLOSED

Tuesday-Friday: Two lanes open to lap swimmers after 4pm

Holiday hours: 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:

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 A1 | 3/18-3/21 | M-T | 10:00a-1:00p | \$60 |

Lifeguarding Class

Want a career that is fulfilling and allows you to interact with all ages? How about becoming a certified lifeguard? At the completion of the course, you will be certified in CPR/AED, First Aid, and Lifeguarding. The cost of the course is \$235 which includes Red Cross fees, course materials, certification and pool fees. If you are interested, call us at 561-791-4770 for further information on our scheduling.

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: 2/19-3/01 | Code A | Session IV: 4/09-4/19 | Code D |
| Session II: 3/05-3/15 | Code B | Session V: 4/23-5/03 | Code E |
| Session III: 3/26-4/05 | Code C | Session VI: 5/07-5/17 | Code F |
| | | Session VI: 5/21-5/31 | 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, 4:00p

Level 1

4:40p, 5:20p

Level 2

4:40p, 5:20p

Level 3

4:40p, 5:20p

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**