

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	April 16, 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:

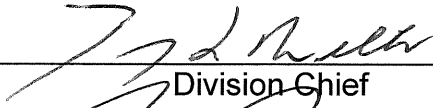
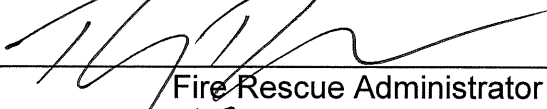

- A) City of Palm Beach Gardens;
- B) City of West Palm Beach; and
- C) The Young Men’s Christian Association of the Palm Beaches, Inc.

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) Interlocal Agreement with the City of Palm Beach Gardens
- 2) Interlocal Agreement with the City of West Palm Beach
- 3) Independent Contractor Agreement with The Young Men’s Christian Association of the Palm Beaches, Inc.

Recommended by:		April 3
	Division Chief	Date
Approved by:		4/4/19
	Fire Rescue Administrator	Date
Approved by:		4/12/19
	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: ckopelakis for M.Marty

III. REVIEW COMMENTS

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

Robert Brown 4/5/19
 OFMB
 4/5 3/24/4

John J. Jacobus 4/11/19
 Contract Development and Control
 4/11/19

B. Legal Sufficiency

Shirley B... 4/11/19
 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.)

**INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 1st day of March, 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 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 April 1, 2019 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:

City of Palm Beach Gardens Recreation Department
4404 Burns Road
Palm Beach Gardens, FL 33410
Attn: Charlotte Presensky, 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.

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 MUNICIPALITY 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: Don Bin
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: J. J. Ruffalo
Palm Beach County Fire Rescue

ATTEST:

By: R. J. L.
City Clerk

CITY OF PALM BEACH GARDENS, FLORIDA

By: Ron Ferris
Ron Ferris, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
City Attorney



Parent and Tot

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 always required to be in the water with the child.

Ratio: 1 instructor for every 10 Children
Ages: 6 months to 3 years

Level I & 1P, Development:

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.

Ratio: 1 instructor for every 6 Children
1P Ages: 3 to 5 years
Level 1 Ages: 6-12 years

Level II & 2P, Fundamental Aquatic Skills:

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

Ratio: 1 instructor for every 6 Children
2P Ages: 3 to 5 years
Level 2 Ages: 6-12 years

Adaptive Aquatic Swim Lessons:

Youth, ages 3 and over, will receive swim lessons based on their special needs.

Ratio: 1 instructor for every 2 Children

Cost:

Group Lesson Fees Per Session: \$60 Resident/\$75 Non-Resident
Adaptive Aquatics Fees Per Session: \$30 Resident/\$38 Non-Resident

Fall 2019 Week Day Sessions

When: Monday & Wednesday

Session I: 8/19/2019 – 9/04/2019
Session II: 9/09/2019 – 9/25/2019

Times: Per Level- Week Days

<u>Level I</u>	<u>Level II</u>
5:20 – 6:00 PM (Session I)	5:20 – 6:00 PM (Session I)
4:30 – 5:10 PM (Session II)	4:30 – 5:10 PM (Session II)
4:30 – 5:10 PM (Session III)	5:20 – 6:00 PM (Session III)

Parent & Tot

5:20 – 6:00 PM (Session I)
4:30 – 5:10 PM (Session II)
5:20 – 6:00 PM (Session III)

<u>Level 1P</u>	<u>Level 2P</u>
4:30 – 5:10 PM (Session I)	4:30 – 5:10 PM (Session I)
5:20 – 6:00 PM (Session II)	5:20 – 6:00 PM (Session II)
4:30 – 5:10 PM (Session III)	4:30 – 5:10 PM (Session III)



Spring 2019 Week Day Sessions

When: **Monday & Wednesday**

Session II: 4/15/2019 – 5/01/2019
Session III: 5/06/2019 – 5/22/2019

Times: **Per Level- Week Days**

<u>Level I</u>		<u>Level II</u>	
5:20 – 6:00 PM (Session I)		5:20 – 6:00 PM (Session I)	
4:30 – 5:10 PM (Session II)		4:30 – 5:10 PM (Session II)	
4:30 – 5:10 PM (Session III)		5:20 – 6:00 PM (Session III)	

Parent & Tot
5:20 – 6:00 PM (Session I)
4:30 – 5:10 PM (Session II)
5:20 – 6:00 PM (Session III)

<u>Level 1P</u>		<u>Level 2P</u>	
4:30 – 5:10 PM (Session I)		4:30 – 5:10 PM (Session I)	
5:20 – 6:00 PM (Session II)		5:20 – 6:00 PM (Session II)	
4:30 – 5:10 PM (Session III)		4:30 – 5:10 PM (Session III)	

Summer 2019 Week Day Sessions

When: **Monday & Wednesday**

Session I: 6/03/2019 – 6/19/2019
Session II: 6/24/2019 – 7/10/2019
Session III: 7/15/2019 – 7/31/2019

Tuesday & Thursday

Session I: 6/04/2019 – 6/20/2019
Session II: 6/25/2019 – 7/11/2019
Session III: 7/16/2019 – 8/01/2019

Times: **Per Level- Week Days**

<u>Level I</u>		<u>Level II</u>	
8:50 – 9:30 AM (T/TH I, II, III)		8:50 – 9:30 AM (T/TH I, II, III)	
6:00 – 6:40 PM (Session I)		6:00 – 6:40 PM (Session I)	
6:00 – 6:40 PM (Session II)		6:00 – 6:40 PM (Session II)	
6:00 – 6:40 PM (Session III)		6:00 – 6:40 PM (Session III)	

Parent & Tot
8:50 – 9:30 AM (M/W I, II, III)
5:10 – 5:50 PM (Session I)
5:10 – 5:50 PM (Session II)
5:10 – 5:50 PM (Session III)

<u>Level 1P</u>		<u>Level 2P</u>	
8:50 – 9:30 AM (M/W I, II, III)		8:50 – 9:30 AM (M/W I, II, III)	
5:10 – 5:50 PM (Session I)		5:10 – 5:50 PM (Session I)	
5:10 – 5:50 PM (Session II)		5:10 – 5:50 PM (Session II)	
5:10 – 5:50 PM (Session III)		5:10 – 5:50 PM (Session III)	

**INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 1st day of March, 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 the City of West Palm Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter referred to as "MUNICIPALITY").

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

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

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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.

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This Agreement shall commence on April 1, 2019 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:

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

ARTICLE 25 - FILING

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

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

WITNESS

Madeline Hebert
Signature

Michelle Hebert
Name (type or Print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Sam Brown
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

ATTEST:

By: Helen H. Carr
City Clerk

CITY OF WEST PALM BEACH, FLORIDA

By: Geraldine Muoio
Geraldine Muoio, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Nancy M. [Signature]
City Attorney Office



WEST PALM BEACH

Parks and Recreation

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

EXHIBIT "A"

SWIMMING LESSONS

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

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

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

PARENT AND CHILD COURSE

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

PRESCHOOL COURSES

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

Preschool - Level 1

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

Preschool - Level 2

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

Preschool - Level 3

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

YOUTH COURSES

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

Level 1 - Introduction to Water Skills

Children will increase their comfort level in the water.

Level 2 - Fundamental Aquatic Skills

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

PRIVATE SWIM LESSONS

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

Weekday Courses

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



WEST PALM BEACH

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

Parks and Recreation

Saturday Courses

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

Private Swim Lessons

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

Semi-Private Swim Lessons

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

Summer Camp Groups

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

VPK Groups

Ages: 3 - 5
Day: TBD with group 6/30-45 minute lessons
Fees: \$35.00

Spring 2019

Saturdays		
April 20, 2019 - June 8, 2019		
Parent and Child	10:00 AM - 10:30 AM	
Preschool 2	10:00 AM - 10:30 AM	
Level 1	10:00 AM - 10:30 AM	
Preschool 1	10:40 AM - 11:10 AM	
Level 1	10:40 AM - 11:10 AM	
Level 2	10:40 AM - 11:10 AM	
Monday and Wednesday		
April 29, 2019 - May 22, 2019		
Preschool 1	5:30 PM - 6:00 PM	
Level 1	5:30 PM - 6:00 PM	
Preschool 1	6:10 PM - 6:40 PM	
Level 1	6:10 PM - 6:40 PM	
Level 2	6:10 PM - 6:40 PM	

Summer 2019

Saturdays		
June 15, 2019 - August 3, 2019		
Parent and Child	9:20 AM - 9:50 AM	
Preschool 1	10:00 AM - 10:30 AM	
Level 1	10:00 AM - 10:30 AM	
Level 1	10:40 AM - 11:10 AM	
Level 2	10:40 AM - 11:10 AM	
Preschool 2	11:20 AM - 11:50 AM	
Preschool 1	12:00 PM - 12:30 PM	
Level 1	12:00PM - 12:30 PM	
Level 1	9:20AM - 9:50AM	
Monday thru Thursday		
June 3, 2019 - June 13, 2019		
Parent and Child	5:30 PM - 6:00 PM	
Preschool 1	5:30 PM - 6:00 PM	
Level 1	5:30 PM - 6:00 PM	
Preschool 2	5:30 PM - 6:00 PM	
Preschool 1	6:10 PM - 6:40 PM	
Level 1	6:10 PM - 6:40 PM	
Level 2	6:10 PM - 6:40 PM	

Monday thru Thursday		
June 17, 2019 - June 27, 2019		
Parent and Child	5:30 PM - 6:00 PM	
Preschool 1	5:30 PM - 6:00 PM	
Level 1	5:30 PM - 6:00 PM	
Preschool 2	5:30 PM - 6:00 PM	
Preschool 1	6:10 PM - 6:40 PM	
Level 1	6:10 PM - 6:40 PM	
Level 2	6:10 PM - 6:40 PM	
Level 2	6:50PM - 7:20PM	

Monday thru Thursday		
July 8, 2019 - July 18, 2019		
Parent and Child	5:30 PM - 6:00 PM	
Preschool 1	5:30 PM - 6:00 PM	
Level 1	5:30 PM - 6:00 PM	
Preschool 2	5:30 PM - 6:00 PM	
Preschool 1	6:10 PM - 6:40 PM	
Level 1	6:10 PM - 6:40 PM	
Level 2	6:10 PM - 6:40 PM	
Level 2	6:50PM - 7:20PM	

Monday thru Thursday		
July 22, 2019 - August 1, 2019		
Parent and Child	5:30 PM - 6:00 PM	
Preschool 1	5:30 PM - 6:00 PM	
Level 1	5:30 PM - 6:00 PM	
Preschool 2	5:30 PM - 6:00 PM	
Preschool 1	6:10 PM - 6:40 PM	
Level 1	6:10 PM - 6:40 PM	
Level 2	6:10 PM - 6:40 PM	
Level 2	6:50 PM - 7:20 PM	
Level 1	6:50PM - 7:20PM	

Fall 2019

Saturdays		
August 10, 2019 - September 28, 2019		
Parent and Child	10:00 AM - 10:30 AM	
Preschool 2	10:00 AM - 10:30 AM	
Level 1	10:00 AM - 10:30 AM	
Level 1	10:40 AM - 11:10 AM	
Level 2	10:40 AM - 11:10 AM	
Monday and Wednesday		
August 5, 2019 - August 28, 2019		
Preschool 1	5:30 PM - 6:00 PM	
Level 1	5:30 PM - 6:00 PM	
Level 1	6:10 PM - 6:40 PM	
Level 2	6:10 PM - 6:40 PM	
Parent and Child	5:30 PM - 6:00 PM	

**INDEPENDENT CONTRACTOR AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 1st day of March, 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 The Young Men's Christian Association of the Palm Beaches, Inc., an entity authorized to do business in the State of Florida and whose Federal I.D. Number is 59-0624470 (hereinafter referred to as "CONTRACTOR").

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

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

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

ARTICLE 1 - SERVICES

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

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

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

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

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on January 1, 2019 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:

YMCA of the Palm Beaches, Inc.
Attn: Lisa M. Fisher, Executive Director
2085 South Congress Ave
West Palm Beach, FL 33406

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

Remainder of page intentionally left blank

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

WITNESS

Michelle Baker
Signature

Michelle Hebert
Name (type or Print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Sham Binn
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: B. J. Kullb
Palm Beach County Fire Rescue

WITNESS

[Signature]
Signature

Eduardo Nunez
Name (type or print)

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

By: Timothy G. Coffield
Signature

Timothy G. Coffield
Name (type or print)

CEO
Title (type or print)

WITNESS

Lisa M. Fishen
Signature

LISA M. Fishen
Name (type or print)



FOR YOUTH DEVELOPMENT[®]
 FOR HEALTHY LIVING
 FOR SOCIAL RESPONSIBILITY

BUILDING STRONG SWIMMERS AND CONFIDENT KIDS

Swim Lesson Schedule | 2019

YMCA of The Palm Beaches

Every day children learn the basics of swimming at the Y or enhance their existing skills with our swim lesson program that turns beginners into experts! The **YMCA OF THE PALM BEACHES** (2085 South Congress Avenue West Palm Beach, FL 33406 | ph.561.968.9622.) ensures that all lessons have a low instructor-to-student ratio that will make sure your child gets plenty of personal attention. With our wide selection of classes and schedules you will be sure to find a lesson that fits your child's needs and your schedule.

2 Days A Week (Mon/Wed or Tues/Thur)
 Active Y member \$ 60.00 per 4-week session
 Community Members \$95.00 per 4-week session

1 Day a week (Saturday)
 Active Y member \$35.00 per 8-week session
 Community Members \$65.00 per 8-week session

PARENT/CHILD (6 months-3 year)	Stages	Tues & Thur (4 Week)	Saturday (8 Week)
	A/ WATER DISCOVERY	11:10 – 11:40 AM 4:00-4:30 PM	10:10-10:40 AM 10:45-11:15 AM
	B/ WATER EXPLORATION	4:00-4:30PM	9:35-10:05 AM
PRESCHOOL (3-5 years)	Stages	Tues & Thur (4 Week)	Saturday (8 Week)
	1/ WATER ACCLIMATION	4:35–5:05 PM 5:10 --5:40 PM	9:00 – 9:30 AM 10:10 – 10:40 AM
	2/ WATER MOVEMENT	5:10– 5:40 PM 5:45–6:15 PM	9:00 – 9:30 AM 10:45 -11:15 AM
	3/ WATER STAMINA	4:35–5:05 PM 5:45–6:15PM	9:00 – 9:30 AM 9:35-10:05 AM
SCHOOL AGE (6-12 years)	Stages	Mon & Wed (4 Week)	Saturday (8 Week)
	1/ WATER ACCLIMATION	4:45 – 5:30 PM	9:00 – 9:45 AM 12:00-12:45 PM
	2/ WATER MOVEMENT	4:00 – 4:45 PM	9:45 – 10:30AM 10:30 – 11:15AM
	3/ WATER STAMINA	5:30 – 6:15 PM	9:45 – 10:30AM 12:00-12:45 PM

APRIL
 Mon/Wed: April 8-May 1
 Tues/Thurs: April 9-May 2
 Saturday: April 13-June 1

JUNE
 Mon/Wed: June 3-June 26
 Tues/Thurs: June 4-June 27
 Saturday: August 3- Sept 14

AUGUST
 Mon/Wed: July 29-Aug 21
 Tue/Thurs: July 30-Aug 22

MAY
 Mon/Wed: May 6-May 29
 Tues/Thurs: May 7-May 30
 Saturday: June 8- July 27

JULY
 Mon/Wed: July 1-July 24
 Tues./Thurs: July 2-July 25

SEPTEMBER
 Mon/Wed: Aug 26-Sept 18
 Tues/Thurs: Aug 27-Sept 19

STAGE DESCRIPTIONS

SWIM STARTERS

Accompanied by a parent, infants and toddlers learn to be comfortable in the water and develop swim readiness skills through fun and confidence-building experiences while parents learn about water safety, drowning prevention, and the importance of supervision.

A/ WATER DISCOVERY

Parents accompany children in Stage A, which introduces infants and toddlers to the aquatic environment through exploration and encourages them to enjoy themselves while learning about the water.

B/ WATER EXPLORATION

In Stage B, parents work with their children to explore body positions, floating, blowing bubbles, and fundamental safety and aquatic skills.

SWIM BASICS

Students learn personal water safety and achieve basic swimming competency by learning two benchmark skills:

- Swim, float, swim—sequencing front glide, roll, back float, roll, front glide and exit.
- Jump, push, turn, grab.

1/ WATER ACCLIMATION

Students develop comfort with underwater exploration and learn to safely exit in the event of falling into a body of water in Stage 1. This stage lays the foundation that allows for a student's future to progress in swimming.

2/ WATER MOVEMENT

In Stage 2, students will focus on body position and control, directional changes, and forward movement in the water while also continuing to practice how to safely exit in the event of falling into a body of water.

3/ WATER STAMINA

In Stage 3, students learn how to swim to safety from a longer distance than in previous stages in the event of falling into a body of water. This stage also introduces rhythmic breathing and integrated arm and leg action.