

## **INTERLOCAL AGREEMENT FOR SWIMMING LESSONS**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 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, 2014 and shall remain in effect until September 30, 2015.

#### **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 and Automobile 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 and Business Auto 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 Palm Beach County. 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, judgement, lien, or any form of indebtedness. The MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 15 – PUBLIC RECORDS**

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

#### **ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The MUNICIPALITY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this



Agreement shall at all times, and in all places, be subject to the MUNICIPALITY 'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the MUNICIPALITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

#### **ARTICLE 17 - CONTINGENT FEES**

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

#### **ARTICLE 18 - ACCESS AND AUDITS**

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

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

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

#### **ARTICLE 19 - NONDISCRIMINATION**

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

## **ARTICLE 20 - AUTHORITY TO PRACTICE**

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

## **ARTICLE 21 - SEVERABILITY**

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

## **ARTICLE 22- PUBLIC ENTITY CRIMES**

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

## **ARTICLE 23 - SURVIVABILITY**

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

## **ARTICLE 24 - NOTICE**

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

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



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

Village of Wellington  
1250 Forest Hill Blvd, 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.

**Remainder of page left blank intentionally.**



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

**WITNESS**

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

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Jeffrey P. Collins, Fire-Rescue Administrator,  
through Robert Weisman, County Administrator

\_\_\_\_\_  
Name (type or Print)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

By \_\_\_\_\_  
County Attorney

By \_\_\_\_\_  
Palm Beach County Fire-Rescue

**ATTEST:**

**VILLAGE OF WELLINGTON, FLORIDA**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Bob Margolis, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
City Attorney

**EXHIBIT "A"**



# POOL PASSES

## ANNUAL PASS

**ADULT: \$159**

**CHILD: \$106**

**SENIOR: \$106**

**For any two members: \$265**

**For any two seniors: \$185**

**For additional member: \$53**

## SPLASH PASS

**12 VISITS FOR THE PRICE OF 10!**

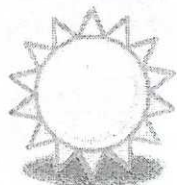


**ADULT: \$50**

**CHILD: \$30**

**SENIOR: \$20**

**NO REFUNDS**



## Sunshine Rentals

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

### Cost Breakdown

Cost includes \$100 non-refundable deposit

Main Pool, Diving Boards,  
Spray Ground, Baby Pool:

Main Pool, Diving Boards,  
Spray Ground, Baby Pool, AND  
Slides:

3 hour rental \$175.00

3 hour rental \$175.00

4 lifeguards \$144.00

7 lifeguards \$252.00

**Total: \$330.00**

**Total: \$438.00**

# 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	4/1-4/24	5:00P-5:45P	\$120
219004 A2	W/F	5/6-5/29	5:00P-5:45P	\$120

## Swim Team

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

# Swim and Dive

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

Code	Day	Date	Time	Fee R/NR
219003 A1	W/F	4/1-4/24	2:45P-3:30P	\$120
219003 A2	W/F	4/1-4/24	6:00P-6:45P	\$120
219003 B1	W/F	5/6-5/29	2:45P-3:30P	\$120
219003 B2	W/F	5/6-5/29	6:00P-6:45P	\$120



**A Great Hometown...**  
*Let Us Show You!*

## HOURS OF OPERATION

**September 6th- May 25th**

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

**Sunday-Monday: Closed**

Hours are subject to change.

## DAILY ADMISSION

**ADULT: \$5.00**

**CHILDREN (3-17): \$3.00**

**SENIOR (55+): \$2.00**

**CHILDREN UNDER 2: Free**

## Slides and Diving Board Hours

### Diving Boards:

Monday/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: 12150 Suite 100 Forest Hill Blvd  
Wellington Florida 33414  
Phone: (561)791-4770  
Fax: (561) 791-4084  
Website: wellingtonfl.gov



# CERTIFICATE OF COVERAGE

Certificate Holder

ATTN ANN STEWART  
PALM BEACH COUNTY BOARD OF COUNTY  
COMMISSIONERS  
405 PIKE ROAD  
WEST PALM BEACH FL 33411

Administrator

Issue Date 10/21/14

Florida League of Cities, Inc.  
Department of Insurance and Financial Services  
P.O. Box 530065  
Orlando, Florida 32853-0065

## COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

**FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0001

COVERAGE PERIOD: FROM 10/01/14

COVERAGE PERIOD: TO 10/1/15 12:01 AM STANDARD TIME

## TYPE OF COVERAGE - LIABILITY

### General Liability

- ☒ Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- ☒ Errors and Omissions Liability
- ☒ Supplemental Employment Practice
- ☒ Employee Benefits Program Administration Liability
- ☒ Medical Attendants'/Medical Directors' Malpractice Liability
- ☒ Broad Form Property Damage
- ☐ Law Enforcement Liability
- ☒ Underground, Explosion & Collapse Hazard

### Limits of Liability

\* Combined Single Limit

Deductible Stoploss \$25,000

### Automobile Liability

- ☒ All owned Autos (Private Passenger)
- ☒ All owned Autos (Other than Private Passenger)
- ☒ Hired Autos
- ☒ Non-Owned Autos

### Limits of Liability

\* Combined Single Limit

Deductible Stoploss \$25,000

## TYPE OF COVERAGE - PROPERTY

- ☒ Buildings
  - ☒ Basic Form
  - ☒ Special Form
- ☒ Personal Property
  - ☐ Basic Form
  - ☒ Special Form
- ☒ Agreed Amount
- ☒ Deductible \$25,000
- ☐ Coinsurance N/A
- ☒ Blanket
- ☐ Specific
- ☒ Replacement Cost
- ☐ Actual Cash Value

### Miscellaneous

- ☒ Inland Marine
- ☒ Electronic Data Processing
- ☒ Bond

Limits of Liability on File with Administrator

## TYPE OF COVERAGE - WORKERS' COMPENSATION

- ☒ Statutory Workers' Compensation
- ☒ Employers Liability
  - \$1,000,000 Each Accident
  - \$1,000,000 By Disease
  - \$1,000,000 Aggregate By Disease
- ☐ Deductible N/A
- ☐

## Automobile/Equipment - Deductible

- ☒ Physical Damage \$500 - Comprehensive - Auto \$500 - Collision - Auto Per Schedule - Miscellaneous Equipment

## Other

The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 for General Liability and \$1,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

## Description of Operations/Locations/Vehicles/Special Items

The certificate holder shall be named as additional insured with respect to General Liability only. Re: Drowning Prevention Coalition. Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and Agents.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

## DESIGNATED MEMBER

VILLAGE OF WELLINGTON  
12300 FOREST HILL BOULEVARD  
WELLINGTON FL 33414

## CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE



Geocoded 26.654796/-80.236320

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
COUNTY HEALTH DEPARTMENT  
PUBLIC POOL AND BATHING PLACE  
INSPECTION REPORT

## PURPOSE:

- ☒ ROUTINE ☐ REINSPECTION  
☐ CONSTRUCT. ☐ CHANGE OF OWNER TYPE: Public Pool > 25000 Gallons  
☐ COMPLAINT ☐ CONSULTATION  
☐ QA SURVEY ☐ EPIDEMIOLOGY  
☐ OTHER



## NAME of

POOL Wellington Community Aquatic Center Pool

ADDRESS 12165 Forest Hill Boulevard

CITY Wellington

OWNER Village of Wellington

ZIP 33414

PERSON IN CHARGE Eric Juckett

PHONE 561-753-2497

POOL OPERATOR In House

PHONE 561 753-2497

## E-MAIL

ejuckett@wellingtonfl.gov

## RESULTS:

- ☒ Satisfactory  
☐ Incomplete  
☐ Pool Closed  
☐ Unsatisfactory  
☐ OUT OF BUSINESS

## Correct Violations by

- ☐ Next Inspection  
☐ 8:00 AM on:

BEGIN TIME	END TIME	DATE ASSESSED	POSITION #	EXISTING FACILITIES - PERMIT NUMBER
09:30	09:45	07/08/2014	86018	50-60-04165

Re-Inspection Date

Items marked below are not in compliance the requirements of Chapters 64E-9 of the Florida Administrative Code and must be corrected. Continued operation of this facility without making these corrections is a violation of Chapter 64E-9 of the Florida Administrative Code and Chapters 386 and 514, Florida Statutes. Violations must be corrected as indicated in the Results section above or an administrative fine or other legal action will be initiated.

POOL AREA		POOL SAFETY		EQUIPMENT ROOM		POOL SPECIFICATIONS	
<input type="checkbox"/> 1. Appearance/Algae Control	<input type="checkbox"/> 14. Life Hook w/Pole	<input type="checkbox"/> 25. Spa Requirements	<input type="checkbox"/> 37. Cross Connection			VOLUME	
<input type="checkbox"/> 2. Deck/Walkways	<input type="checkbox"/> 15. Life Ring w/Rope	<input type="checkbox"/> 26. Wading Pool: Quick Dump	<input type="checkbox"/> 38. Gas Chlorine Equip.			587500	
<input type="checkbox"/> 3. Tile/Pool Finish	<input type="checkbox"/> 16. Safety Line/2" Marking	<input type="checkbox"/> 27. Water Level/Control	<input type="checkbox"/> 39. Waste Water Disposal			POOL LOAD	
<input type="checkbox"/> 4. Depth Markers	<input type="checkbox"/> 17. Rules Posted	<input type="checkbox"/> 28. Disinfection Feeder	<input type="checkbox"/> 40. D.E. Separator			336	
<input type="checkbox"/> 5. Handrail/Ladder	<input type="checkbox"/> 18. Certification	<input type="checkbox"/> 29. pH Feeder	<input type="checkbox"/> 41. Other Equipment			FLOW RATE	
<input type="checkbox"/> 6. Step Markings	<input type="checkbox"/> 19. Supplies	<input type="checkbox"/> 30. Chem. Container Label	<input type="checkbox"/> 42. Equipment Change			1680	
<input type="checkbox"/> 7. Main Drain Grate	<input type="checkbox"/> 20. Clean	<input type="checkbox"/> 31. Filter Pump	<input type="checkbox"/> 43. Approved Chemicals			FILTER TYPE	
<input type="checkbox"/> 8. Gutter Grates/Skimmer	<input type="checkbox"/> 21. Approved Test Kit	<input type="checkbox"/> 32. Vacuum Cleaner	<input type="checkbox"/> 44. Maintenance Log			SP	
<input type="checkbox"/> 9. Lighting	<input type="checkbox"/> 22. Free Chlorine Bromine 3.2	<input type="checkbox"/> 33. Flowmeter 1700	<input type="checkbox"/> 45. Inspection Posted				
<input type="checkbox"/> 10. No Dive Markings	<input type="checkbox"/> 23. pH 7.6	<input type="checkbox"/> 34. Thermometer	<input type="checkbox"/> 46. Electrical Equip.				
<input type="checkbox"/> 11. Diving Board	<input type="checkbox"/> 24. Chlor. Stabilizer 10	<input type="checkbox"/> 35. Pressure/Vacuum Gauge	<input type="checkbox"/> 47. Fences				
<input type="checkbox"/> 12. Pool Cover		<input type="checkbox"/> 36. Equip. Room	<input type="checkbox"/> 48. Other				
<input type="checkbox"/> 13. Pool Side Shower			<input type="checkbox"/> 49. Other				

## COMMENTS AND INSTRUCTIONS

NO VIOLATIONS NOTED

INSPECTION CONDUCTED BY: Lind Wisniewski

PHONE: 274-3187

INSPECTION COND SIGNATURE: Lind Wisniewski

PHONE 2:

COPY OF REPORT RECEIVED BY: marked

DATE: 07/08/2014

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
COUNTY HEALTH DEPARTMENT  
PUBLIC POOL AND BATHING PLACE  
INSPECTION REPORT**

Geocoded 26.654796/-80.236320

**PURPOSE:**

- ☒ ROUTINE ☐ REINSPECTION  
☐ CONSTRUCT ☐ CHANGE OF OWNER TYPE: Water Activity  
☐ COMPLAINT ☐ CONSULTATION  
☐ GAS SURVEY ☐ EPIDEMIOLOGY  
☐ OTHER



NAME of POOL Wellington, Village Of-Play  
 ADDRESS 12165 W Forest Hill Boulevard CITY Wellington  
 OWNER Village of Wellington ZIP 33414  
 PERSON IN CHARGE Eric Juckett PHONE (561) 791-4000  
 POOL OPERATOR In House PHONE \_\_\_\_\_  
 E-MAIL ejuckett@wellingtonfl.gov

**RESULTS:**  
☒ Satisfactory  
☐ Incomplete  
☐ Pool Closed  
☐ Unsatisfactory  
☐ OUT OF BUSINESS

**Correct Violations by**  
☐ Next Inspection  
☐ 8:00 AM on:

BEGIN TIME	END TIME	DATE ASSESSED	POSITION #	EXISTING FACILITIES - PERMIT NUMBER
10:15	10:30	07/08/2014	86018	50-60-03315

Re-Inspection Date

*Items marked below are not in compliance the requirements of Chapters 64E-9 of the Florida Administrative Code and must be corrected. Continued operation of this facility without making these corrections is a violation of Chapter 64E-9 of the Florida Administrative Code and Chapters 386 and 514, Florida Statutes. Violations must be corrected as indicated in the Results section above or an administrative fine or other legal action will be initiated.*

POOL AREA	POOL SAFETY	EQUIPMENT ROOM	POOL SPECIFICATIONS
<input type="checkbox"/> 1. Appearance/Algae Control	<input type="checkbox"/> 14. Life Hook w/Pole	<input type="checkbox"/> 25. Spa Requirements	<b>VOLUME</b> 3000
<input type="checkbox"/> 2. Deck/Walkways	<input type="checkbox"/> 15. Life Ring w/Rope	<input type="checkbox"/> 26. Wading Pool: Quick Dump	
<input type="checkbox"/> 3. Tile/Pool Finish	<input type="checkbox"/> 16. Safety Line/2" Marking	<input type="checkbox"/> 27. Water Level/Control	<b>POOL LOAD</b> 188
<input type="checkbox"/> 4. Depth Markers	<input type="checkbox"/> 17. Rules Posted	<input type="checkbox"/> 28. Disinfection Feeder	
<input type="checkbox"/> 5. Handrail/Ladder	<input type="checkbox"/> 18. Certification	<input type="checkbox"/> 29. pH Feeder	<b>FLOW RATE</b> 146
<input type="checkbox"/> 6. Step Markings	<b>SANITARY FACILITIES</b>	<input type="checkbox"/> 30. Chem. Container Label	
<input type="checkbox"/> 7. Main Drain Grate	<input type="checkbox"/> 19. Supplies	<input type="checkbox"/> 31. Filter Pump	<b>FILTER TYPE</b> SP
<input type="checkbox"/> 8. Gutter Grates/Skimmer	<input type="checkbox"/> 20. Clean	<input type="checkbox"/> 32. Vacuum Cleaner	
<input type="checkbox"/> 9. Lighting	<b>WATER QUALITY</b>	<input type="checkbox"/> 33. Flowmeter 160	
<input type="checkbox"/> 10. No Dive Markings	<input type="checkbox"/> 21. Approved Test Kit	<input type="checkbox"/> 34. Thermometer	
<input type="checkbox"/> 11. Diving Board	<input type="checkbox"/> 22. Free Chlorine/Bromine 3.1	<input type="checkbox"/> 35. Pressure/Vacuum Gauge	
<input type="checkbox"/> 12. Pool Cover	<input type="checkbox"/> 23. pH 7.5	<input type="checkbox"/> 36. Equip. Room	
<input type="checkbox"/> 13. Pool Side Shower	<input type="checkbox"/> 24. Chlor. Stabilizer()	<input type="checkbox"/> 37. Cross Connection	
		<input type="checkbox"/> 38. Gas Chlorine Equip.	
		<input type="checkbox"/> 39. Waste Water Disposal	
		<input type="checkbox"/> 40. D.E. Separator	
		<input type="checkbox"/> 41. Other Equipment	
		<input type="checkbox"/> 42. Equipment Change	
		<input type="checkbox"/> 43. Approved Chemicals	
		<input type="checkbox"/> 44. Maintenance Log	
		<input type="checkbox"/> 45. Inspection Posted	
		<input type="checkbox"/> 46. Electrical Equip.	
		<input type="checkbox"/> 47. Fences	
		<input type="checkbox"/> 48. Other	
		<input type="checkbox"/> 49. Other	

**COMMENTS AND INSTRUCTIONS**

No violations observed at time of inspection.

INSPECTION CONDUCTED BY: Lind Wisniewski PHONE: 274-3187  
 INSPECTION COND SIGNATURE: *Lind Wisniewski* PHONE 2: \_\_\_\_\_  
 COPY OF REPORT RECEIVED BY: mailed DATE: 07/08/2014



**STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
COUNTY HEALTH DEPARTMENT  
PUBLIC POOL AND BATHING PLACE  
INSPECTION REPORT**

Geocoded 26.654796/-80.236320

**PURPOSE:**

- ☒ ROUTINE ☐ REINSPECTION  
☐ CONSTRUCT. ☐ CHANGE OF OWNER TYPE: Wading Pool  
☐ COMPLAINT ☐ CONSULTATION  
☐ QA SURVEY ☐ EPIDEMIOLOGY  
☐ OTHER



**NAME of POOL** Wellington WADER  
**ADDRESS** 12165 Forest Hill Boulevard **CITY** Wellington  
**OWNER** Village of Wellington **ZIP** 33414  
**PERSON IN CHARGE** Eric Juckett **PHONE** 561-753-2497  
**POOL OPERATOR** In House **PHONE** 561-753-2497  
**E-MAIL** ejuckett@wellingtonfl.gov

- RESULTS:**  
☒ Satisfactory  
☐ Incomplete  
☐ Pool Closed  
☐ Unsatisfactory  
☐ OUT OF BUSINESS

**Correct Violations by**  
☐ Next Inspection  
☐ 8:00 AM on:

BEGIN TIME	END TIME	DATE ASSESSED	POSITION #	EXISTING FACILITIES - PERMIT NUMBER
09:45	10:00	07/08/2014	86018	50-60-02929

Re-Inspection Date

*Items marked below are not in compliance the requirements of Chapters 64E-9 of the Florida Administrative Code and must be corrected. Continued operation of this facility without making these corrections is a violation of Chapter 64E-9 of the Florida Administrative Code and Chapters 386 and 514, Florida Statutes. Violations must be corrected as indicated in the Results section above or an administrative fine or other legal action will be initiated.*

POOL AREA		POOL SAFETY		EQUIPMENT ROOM		POOL SPECIFICATIONS	
<input type="checkbox"/> 1. Appearance/Algae Control	<input type="checkbox"/> 14. Life Hook w/Pole	<input type="checkbox"/> 25. Spa Requirements	<input type="checkbox"/> 37. Cross Connection			<b>VOLUME</b>	
<input type="checkbox"/> 2. Deck/Walkways	<input type="checkbox"/> 15. Life Ring w/Rope	<input type="checkbox"/> 26. Wading Pool: Quick Dump	<input type="checkbox"/> 38. Gas Chlorine Equip.			550	
<input type="checkbox"/> 3. Tile/Pool Finish	<input type="checkbox"/> 16. Safety Line/2" Marking	<input type="checkbox"/> 27. Water Level/Control	<input type="checkbox"/> 39. Waste Water Disposal			<b>POOL LOAD</b>	
<input type="checkbox"/> 4. Depth Markers	<input type="checkbox"/> 17. Rules Posted	<input type="checkbox"/> 28. Disinfection Feeder	<input type="checkbox"/> 40. D.E. Separator			13	
<input type="checkbox"/> 5. Handrail/Ladder	<input type="checkbox"/> 18. Certification	<input type="checkbox"/> 29. pH Feeder	<input type="checkbox"/> 41. Other Equipment			<b>FLOW RATE</b>	
<input type="checkbox"/> 6. Step Markings	<b>SANITARY FACILITIES</b>	<input type="checkbox"/> 30. Chem. Container Label	<input type="checkbox"/> 42. Equipment Change			50	
<input type="checkbox"/> 7. Main Drain Grate	<input type="checkbox"/> 19. Supplies	<input type="checkbox"/> 31. Filter Pump	<input type="checkbox"/> 43. Approved Chemicals			<b>FILTER TYPE</b>	
<input type="checkbox"/> 8. Gutter Grates/Skimmer	<input type="checkbox"/> 20. Clean	<input type="checkbox"/> 32. Vacuum Cleaner	<input type="checkbox"/> 44. Maintenance Log			CP	
<input type="checkbox"/> 9. Lighting	<b>WATER QUALITY</b>	<input type="checkbox"/> 33. Flowmeter 50	<input type="checkbox"/> 45. Inspection Posted				
<input type="checkbox"/> 10. No Dive Markings	<input type="checkbox"/> 21. Approved Test Kit	<input type="checkbox"/> 34. Thermometer	<input type="checkbox"/> 46. Electrical Equip.				
<input type="checkbox"/> 11. Diving Board	<input type="checkbox"/> 22. Free Chlorine Bromine 5.3	<input type="checkbox"/> 35. Pressure/Vacuum Gauge	<input type="checkbox"/> 47. Fences				
<input type="checkbox"/> 12. Pool Cover	<input type="checkbox"/> 23. pH 7.7	<input type="checkbox"/> 36. Equip. Room	<input type="checkbox"/> 48. Other				
<input type="checkbox"/> 13. Pool Side Shower	<input type="checkbox"/> 24. Chlor. Stabilizer()		<input type="checkbox"/> 49. Other				

**COMMENTS AND INSTRUCTIONS**

No Violations Noted

**INSPECTION CONDUCTED BY:** Lind Wisniewski **PHONE:** 274-3187  
**INSPECTION COND SIGNATURE:** Lind Wisniewski **PHONE 2:** \_\_\_\_\_  
**COPY OF REPORT RECEIVED BY:** marked **DATE:** 07/08/2014

Geocoded 26.654796/-80.236320

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
COUNTY HEALTH DEPARTMENT  
PUBLIC POOL AND BATHING PLACE  
INSPECTION REPORT

## PURPOSE:

- ☒ ROUTINE ☐ REINSPECTION  
☐ CONSTRUCT. ☐ CHANGE OF OWNER TYPE: Water Activity  
☐ COMPLAINT ☐ CONSULTATION  
☐ QA SURVEY ☐ EPIDEMIOLOGY  
☐ OTHER



## NAME of

POOL Wellington-Plunge Pool

ADDRESS 12165 W FOREST HILL Boulevard

CITY Wellington

OWNER Village of Wellington

ZIP 33414

## PERSON IN

CHARGE Eric Juckett

PHONE 561-753-2497

## POOL

OPERATOR In House

PHONE 561-753-2497

## E-MAIL

ejuckett@wellingtonfl.gov

## RESULTS:

- ☒ Satisfactory  
☐ Incomplete  
☐ Pool Closed  
☐ Unsatisfactory  
☐ OUT OF BUSINESS

## Correct Violations by

- ☐ Next Inspection  
☐ 8:00 AM on:

BEGIN TIME	END TIME	DATE ASSESSED	POSITION #	EXISTING FACILITIES - PERMIT NUMBER
10:00	10:15	07/08/2014	86018	50-60-03531

Re-inspection Date

Items marked below are not in compliance the requirements of Chapters 64E-9 of the Florida Administrative Code and must be corrected. Continued operation of this facility without making these corrections is a violation of Chapter 64E-9 of the Florida Administrative Code and Chapters 386 and 514, Florida Statutes. Violations must be corrected as indicated in the Results section above or an administrative fine or other legal action will be initiated.

POOL AREA		POOL SAFETY		EQUIPMENT ROOM		POOL SPECIFICATIONS	
<input type="checkbox"/> 1. Appearance/Algae Control	<input type="checkbox"/> 14. Life Hook w/Pole	<input type="checkbox"/> 25. Spa Requirements	<input type="checkbox"/> 37. Cross Connection			VOLUME	
<input type="checkbox"/> 2. Deck/Walkways	<input type="checkbox"/> 15. Life Ring w/Rope	<input type="checkbox"/> 26. Wading Pool: Quick Dump	<input type="checkbox"/> 38. Gas Chlorine Equip.			22838	
<input type="checkbox"/> 3. Tile/Pool Finish	<input type="checkbox"/> 16. Safety Line/2" Marking	<input type="checkbox"/> 27. Water Level/Control	<input type="checkbox"/> 39. Waste Water Disposal			POOL LOAD	
<input type="checkbox"/> 4. Depth Markers	<input type="checkbox"/> 17. Rules Posted	<input type="checkbox"/> 28. Disinfection Feeder	<input type="checkbox"/> 40. D.E. Separator			25	
<input type="checkbox"/> 5. Handrail/Ladder	<input type="checkbox"/> 18. Certification	<input type="checkbox"/> 29. pH Feeder	<input type="checkbox"/> 41. Other Equipment			FLOW RATE	
<input type="checkbox"/> 6. Step Markings	SANITARY FACILITIES		<input type="checkbox"/> 42. Equipment Change			127	
<input type="checkbox"/> 7. Main Drain Grate	<input type="checkbox"/> 19. Supplies	<input type="checkbox"/> 30. Chem. Container Label	<input type="checkbox"/> 43. Approved Chemicals			FILTER TYPE	
<input type="checkbox"/> 8. Gutter Grates/Skimmer	<input type="checkbox"/> 20. Clean	<input type="checkbox"/> 31. Filter Pump	<input type="checkbox"/> 44. Maintenance Log			SP	
<input type="checkbox"/> 9. Lighting	WATER QUALITY		<input type="checkbox"/> 45. Inspection Posted				
<input type="checkbox"/> 10. No Dive Markings	<input type="checkbox"/> 21. Approved Test Kit	<input type="checkbox"/> 32. Vacuum Cleaner	<input type="checkbox"/> 46. Electrical Equip.				
<input type="checkbox"/> 11. Diving Board	<input type="checkbox"/> 22. Free Chlorine/Bromine 2.6	<input type="checkbox"/> 33. Flowmeter 200	<input type="checkbox"/> 47. Fences				
<input type="checkbox"/> 12. Pool Cover	<input type="checkbox"/> 23. pH 7.2	<input type="checkbox"/> 34. Thermometer	<input type="checkbox"/> 48. Other				
<input type="checkbox"/> 13. Pool Side Shower	<input type="checkbox"/> 24. Chlor. Stabilizer()	<input type="checkbox"/> 35. Pressure/Vacuum Gauge	<input type="checkbox"/> 49. Other				
		<input type="checkbox"/> 36. Equip. Room					

## COMMENTS AND INSTRUCTIONS

NO VIOLATIONS NOTED

INSPECTION CONDUCTED BY: Lind Wisniewski

PHONE: 274-3187

INSPECTION COND SIGNATURE: *Lind Wisniewski*

PHONE 2:

COPY OF REPORT RECEIVED BY: *mailed*

DATE: 07/08/2014





## OPERATING PERMIT

50-60-04165

Florida Department of Health in Palm Beach County  
Swimming Pools - Public Pool > 25000 Gallons

Issued To: **Wellington Community Aquatic Center Pool**  
12165 Forest Hill Boulevard  
Wellington, FL 33414

Fee: \$250.00

Date Paid: 08/07/2014

Issue Date: 08/07/2014

Permit Expires: 06/30/2015

Audit Control: 50-BID-2484195

File Number: 1177 Pool Volume: 587,500 Bathing Load: 336



## OPERATING PERMIT

50-60-02929

Florida Department of Health in Palm Beach County  
Swimming Pools - Wading Pool

Issued To: **Wellington WADER**  
12165 Forest Hill Boulevard  
Wellington, FL 33414

Fee: \$125.00

Date Paid: 08/07/2014

Issue Date: 08/07/2014

Permit Expires: 06/30/2015

Audit Control: 50-BID-2481310

File Number: 3156 Pool Volume: 550 Bathing Load: 13



## OPERATING PERMIT

50-60-03531

Florida Department of Health in Palm Beach County  
Swimming Pools - Water Activity

Issued To: **Wellington/Plunge Pool**  
12165 W FOREST HILL Boulevard  
Wellington, FL 33414

Fee: \$125.00

Date Paid: 08/07/2014

Issue Date: 08/07/2014

Permit Expires: 06/30/2015

Audit Control: 50-BID-2481615

File Number: 3656 Pool Volume: 22,838 Bathing Load: 25



## OPERATING PERMIT

50-60-03315

Florida Department of Health in Palm Beach County  
Swimming Pools - Water Activity

Issued To: **Wellington, Village Of-Play**  
12165 W Forest Hill Boulevard  
Wellington, FL 33414

Fee: \$250.00

Date Paid: 08/07/2014

Issue Date: 08/07/2014

Permit Expires: 06/30/2015