

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 17, 2009

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Independent Contractor Agreements received during the months of September and October.

- A) Michelle Kirkon, Read a Recipe Instructor, Westgate Recreation Center. (KIRKON1182341009P44214A); and
- B) Michelle Kirkon, Read a Recipe Instructor, West Jupiter Recreation Center. (KIRKON1182341009P44215B); and
- C) Oswaldo Quevedo, Competitive Head Swim Coach, Aqua Crest Pool. (QUEV1260231009530300A).

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. The attached Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 02-2103 and 07-0409, and are now being submitted to the Board to receive and file. Districts 1, 2 and 7 (AH)

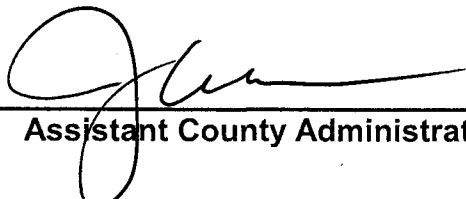
Background and Justification: A resolution providing authority to execute Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 02-2103 and 07-0409) was adopted by the Board to streamline the hiring process. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Independent Contractor Agreements with recreation instructors and sports officials up to \$10,000, with contracts of \$10,000 or more requiring the County Administrator's approval.

The Agreements attached have been executed on behalf of the Board by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

Attachments: Independent Contractor Agreements (3)

Recommended by: 
Department Director

10/27/09
Date

Approved by: 
Assistant County Administrator

11/9/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>10,600</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(12,375)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(1,775)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u></u>	<u></u>	<u></u>	<u></u>

Is Item Included in Current Budget? Yes X No
Budget Account No.: Fund 0001 Department 580 Unit various
Object 3422/Revenue Source various Program N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

		FY2010	
	Contractor	Revenue	Expense
A	Michelle Kirkon	\$0	\$400
B	Michelle Kirkon	\$0	\$300
C	Oswaldo Quevedo	\$12,375	\$9,900
	Totals	\$12,375	\$10,600

C. Departmental Fiscal Review: chopelakis

III. REVIEW COMMENTS

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

OFMB

Don J. Javelle 11/5/09
Contract Development and Control

B. Legal Sufficiency:

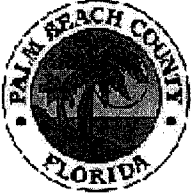
Anne Delgent 11/6/09
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001476

DATE : 10/19/2009

CONTRACT INFORMATION
Active

KIRKON1182341009P44214A

NAME : KIRKON, MICHELLE
VENDOR CODE: KIRKON118234
INSTRUCTOR: READ A RECIPE INSTRUCTOR
ACCOUNT NUMBER : 3600-581-P442-14-3422
LOCATION: WESTGATE PARK & RECREATION CENTER
PROGRAM: READ A RECIPE

CONTRACT DATE : 09/29/2009
START DATE : 10/06/2009
END DATE : 11/25/2009

CONTRACT AMOUNT :	400.00	REVENUE AMOUNT:	0.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	400.00	AMOUNT LEFT :	0.00

ASSIGNED CATEGORIES:

READ A RECIPE 50.00 CLASS

RECREATION SERVICES					
ACCOUNT: 0004 3600-581-P442-14-3422		VENDOR CODE: VC0000118234		CONTRACT:	
MC: AH	PS: dec	FSS: J	CC: P	CA: a. H	DD: (P)

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 29 day of Sept, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Michelle H. Kirkon, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Read A Recipe program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing said program.

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

1. **Term:** The class, activity or service will begin on October 6, 2009 and will meet thereafter with the termination date of this agreement being November 25, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): N/A per Revenue Account No. N/A (This program is part of the overall Afterschool tuition).
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of four hundred Dollars (\$400.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$50 per class or N/A % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Read A Recipe Instructor
 - b. Name of class or activity: Read A Recipe afterschool class
 - c. Day(s)/Date(s) Scheduled: Eight classes: Tuesdays, October 6 – November 24, 2009
 - d. Time Scheduled: 2:45 – 3:45 pm
 - e. Location: Westgate Recreation Center
 - f. A minimum of N/A and a maximum of N/A paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
9/22/09 6

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 5 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.
 4. Publicize the class or activity through the Leisure Times and public service announcements.

10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.

11. **County Representative:** The County Representative for this CONTRACT is:

Raymond Johnson

PH: 561-694-5455

12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.

13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Recreation Services
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Michelle H. Kirkon

CONTRACTOR'S Address: 6805 Massachusetts Drive, Lantana, FL 33462

CONTRACTOR'S Phone No. 561-373-2663

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

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, judgment, 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.

17. **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 consultants 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).

18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

20. **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, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS

SIGNATURE Nancy Beale

NAME (TYPE OR PRINT) Nancy Beale

CONTRACTOR WITNESS


Adrienne Huisman


SIGNATURE

Adrienne Huisman

NAME (TYPE OR PRINT)

PALM BEACH COUNTY


DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR


COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

INDEPENDENT CONTRACTOR

Michelle H. Kilcon

SIGNATURE

Read A Recipe Instructor

NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Helgent
COUNTY ATTORNEY

Scope of Services

Read A Recipe for Literacy

Literacy activities will include instructing reading and writing exercises with youth participants, directing poetry readings and public speaking performances, visiting the children's garden with the group, labeling plants and talking about the vegetables picked in the garden.

Materials may include: Books, magazines, paper, pencils, crayons, tape, markers, plant identification tags and foam board. Basic recipe materials will also be used, including ingredients, spoons, bowls, spatulas, plastic forks, plates and napkins.



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Michelle Kunkon
Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Read A Recipe for Literacy
Instructor

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). <u>May 2008</u>	<u>PB County West Gate Rec Center</u>	<u>- Ray Johnson</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>teaching literacy</u>	<u>694-5455</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B). <u>May 2008</u>	<u>PB County Jupiter Rec Center</u>	<u>- Rico Adona</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>teaching literacy</u>	<u>694-5430</u>

(C). Dates Agency/Company Representative

Scope of Work Contact #

3. List any licenses/certification/education you have completed relevant to providing this service:

Dates License/certification/education Location/Instructor

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

☐ Yes ☒ No

If yes, give name and relationship.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Michelle Handy Kirkon Sex F Race W

Date of Birth [REDACTED] Driver's License No. K625-548-58-759-0

Address 6805 Massachusetts Dr.

City Lantana State FL Zip 33462-3837

I, Michelle Kirkon, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks
- Current and Former Addresses
- Social Security Number Verification

I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.

Print Name: Michelle H. Kirkon Date: Sept. 18, 2009

Signature: Michelle H. Kirkon



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

Our agency screens prospective contractors/volunteers to evaluate whether an applicant poses a risk of harm to the youth, elderly, or individuals it serves. Information obtained is not an automatic bar to contract/volunteer service, but is considered in view of all relevant circumstances. This disclosure is required to be completed by applicants for contractual or volunteer positions in order to be considered. Any falsification, misrepresentation, or incompleteness in this disclosure alone is grounds for disqualification or termination.

APPLICANT: Michelle H. Jinkins
Please print complete name

I understand I must acknowledge the existence of any criminal records relating to the following list, regardless of whether or not those records have been sealed or expunged. I understand that I am also obligated to notify Palm Beach County Parks and Recreation Department of any possible disqualifying offenses that may occur while providing services for/with Palm Beach County Parks and Recreation Department.

Initial next to all that apply and provide a brief explanation below:

<input type="checkbox"/>	Sections 393.135	relating to sexual misconduct with certain developmentally disabled clients
<input type="checkbox"/>	394.4593	relating to sexual misconduct with certain mental Health patients
<input type="checkbox"/>	Sections 415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
<input type="checkbox"/>	741.30	domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
<input type="checkbox"/>	782.04	murder
<input type="checkbox"/>	782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
<input type="checkbox"/>	782.071	vehicular homicide
<input type="checkbox"/>	782.09	killing an unborn child by injury to the mother
<input type="checkbox"/>	784.011	assault, if the victim of offense was a minor
<input type="checkbox"/>	784.021	aggravated assault
<input type="checkbox"/>	784.03	battery, if the victim of offense was a minor
<input type="checkbox"/>	784.045	aggravated battery
<input type="checkbox"/>	787.01	kidnapping
<input type="checkbox"/>	787.02	false imprisonment
<input type="checkbox"/>	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
<input type="checkbox"/>	787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
<input type="checkbox"/>	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
<input type="checkbox"/>	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
<input type="checkbox"/>	794.011	sexual battery
<input type="checkbox"/>	794.041	prohibited acts of persons in familial or custodial authority (former)
<input type="checkbox"/>	Chapter 796	prostitution
<input type="checkbox"/>	Section 798.02	lewd and lascivious behavior
<input type="checkbox"/>	Chapter 800	lewdness and indecent exposure
<input type="checkbox"/>	Section 806.01	arson
<input type="checkbox"/>	Chapter 812	felony theft and/or robbery
<input type="checkbox"/>	Sections 817.563	fraudulent sale of controlled substances, if the offense was a felony
<input type="checkbox"/>	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
<input type="checkbox"/>	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
<input type="checkbox"/>	825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description

Dates

The above statements are true and complete to the best of my knowledge.

INITIAL:

MLK

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.

Michelle H. Kulon
Applicant's Signature

Sept 18, 2009
Date

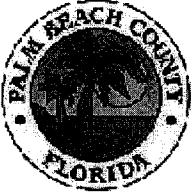
OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001475

DATE : 09/29/2009

CONTRACT INFORMATION
Active

KIRKON1182341009P44215B

NAME : KIRKON, MICHELLE
VENDOR CODE: KIRKON118234
INSTRUCTOR: READ A RECIPE INSTRUCTOR
ACCOUNT NUMBER : 3600-581-P442-15-3422
LOCATION: WEST JUPITER RECREATION CENTER
PROGRAM: READ A RECIPE

CONTRACT DATE : 09/29/2009
START DATE : 10/07/2009
END DATE : 11/19/2009

CONTRACT AMOUNT :	300.00	REVENUE AMOUNT:	0.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	300.00	AMOUNT LEFT :	0.00

ASSIGNED CATEGORIES:

READ A RECIPE 50.00 CLASS

RECREATION SERVICES					
ACCOUNT: 0001 581-P442-15-3422		VENDOR CODE: VC0000118234		CONTRACT: <u>KIRKON 118234 1009 PNH 215B</u>	
MC: <u>AH</u>	PS: <u>dec</u>	FSS: <u>JP</u>	CC: <u>JP</u>	CA: <u>AA</u>	DD: <u>JP</u>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 29 day of Sept 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Michelle H. Kirkon, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Read A Recipe program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing said program.

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

1. **Term:** The class, activity or service will begin on October 7, 2009 and will meet thereafter with the termination date of this agreement being November 19, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): N/A per Revenue Account No. N/A (This program is part of the overall Afterschool tuition).
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of three hundred Dollars (\$300.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$50 per class or N/A % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Read A Recipe Instructor
 - b. Name of class or activity: Read A Recipe afterschool class
 - c. Day(s)/Date(s) Scheduled: Six classes: Wednesdays, October 7 – November 18, 2009
 - d. Time Scheduled: 2:45 – 3:45 pm
 - e. Location: West Jupiter Recreation Center
 - f. A minimum of NA and a maximum of NA paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
9/22/09 6
3

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
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 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 5 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.
 4. Publicize the class or activity through the Leisure Times and public service announcements.

10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11. **County Representative:** The County Representative for this CONTRACT is:
Rico Adona PH: 561-694-5430
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Recreation Services
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Michelle H. Kirkon

CONTRACTOR'S Address: 6805 Massachusetts Drive, Lantana, FL 33462

CONTRACTOR'S Phone No. 561-373-2663
14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
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, judgment, 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.
17. **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 consultants 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).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

19. **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.
20. **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, except by written instrument executed by the parties hereto.

PALM BEACH COUNTY WITNESS

CONTRACTOR WITNESS

PALM BEACH COUNTY

INDEPENDENT CONTRACTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Scope of Services

Read A Recipe for Literacy

Literacy activities will include instructing reading and writing exercises with youth participants, directing poetry readings and public speaking performances, visiting the children's garden with the group, labeling plants and talking about the vegetables picked in the garden.

Materials may include: Books, magazines, paper, pencils, crayons, tape, markers, plant identification tags and foam board. Basic recipe materials will also be used, including ingredients, spoons, bowls, spatulas, plastic forks, plates and napkins.



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Michelle Kunkon
Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Read A Recipe for Literacy
Instructor

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). <u>May 2008</u>	<u>PB County West Gate Rec Center</u>	<u>- Ray Johnson</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>teaching literacy</u>	<u>694-5455</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B). <u>May 2008</u>	<u>PB County Jupiter Rec Center</u>	<u>- Rico Adona</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>teaching literacy</u>	<u>694-5430</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C).		

3. List any licenses/certification/education you have completed relevant to providing this service:

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

☒ Yes ☒ No

If yes, give name and relationship.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Michelle Handy Kirkon Sex F Race W

Date of Birth [REDACTED] Driver's License No. K625-548-58-759-0

Address 6805 Massachusetts Dr.

City Lantana State FL Zip 33462-3837

I, Michelle Kirkon, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks
- Current and Former Addresses
- Social Security Number Verification

I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.

Print Name: Michelle H. Kirkon Date: Sept. 18, 2009

Signature: Michelle H. Kirkon



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

Our agency screens prospective contractors/volunteers to evaluate whether an applicant poses a risk of harm to the youth, elderly, or individuals it serves. Information obtained is not an automatic bar to contract/volunteer service, but is considered in view of all relevant circumstances. This disclosure is required to be completed by applicants for contractual or volunteer positions in order to be considered. Any falsification, misrepresentation, or incompleteness in this disclosure alone is grounds for disqualification or termination.

APPLICANT:

Michelle H. Kirkon

Please print complete name

I understand I must acknowledge the existence of any criminal records relating to the following list, regardless of whether or not those records have been sealed or expunged. I understand that I am also obligated to notify Palm Beach County Parks and Recreation Department of any possible disqualifying offenses that may occur while providing services for/with Palm Beach County Parks and Recreation Department.

Initial next to all that apply and provide a brief explanation below:

<input type="checkbox"/>	Sections 393.135	relating to sexual misconduct with certain developmentally disabled clients
<input type="checkbox"/>	394.4593	relating to sexual misconduct with certain mental Health patients
<input type="checkbox"/>	Sections 415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
<input type="checkbox"/>	741.30	domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
<input type="checkbox"/>	782.04	murder
<input type="checkbox"/>	782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
<input type="checkbox"/>	782.071	vehicular homicide
<input type="checkbox"/>	782.09	killing an unborn child by injury to the mother
<input type="checkbox"/>	784.011	assault, if the victim of offense was a minor
<input type="checkbox"/>	784.021	aggravated assault
<input type="checkbox"/>	784.03	battery, if the victim of offense was a minor
<input type="checkbox"/>	784.045	aggravated battery
<input type="checkbox"/>	787.01	kidnapping
<input type="checkbox"/>	787.02	false imprisonment
<input type="checkbox"/>	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
<input type="checkbox"/>	787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
<input type="checkbox"/>	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
<input type="checkbox"/>	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
<input type="checkbox"/>	794.011	sexual battery
<input type="checkbox"/>	794.041	prohibited acts of persons in familial or custodial authority (former)
<input type="checkbox"/>	Chapter 796	prostitution
<input type="checkbox"/>	Section 798.02	lewd and lascivious behavior
<input type="checkbox"/>	Chapter 800	lewdness and indecent exposure
<input type="checkbox"/>	Section 806.01	arson
<input type="checkbox"/>	Chapter 812	felony theft and/or robbery
<input type="checkbox"/>	Sections 817.563	fraudulent sale of controlled substances, if the offense was a felony
<input type="checkbox"/>	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
<input type="checkbox"/>	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
<input type="checkbox"/>	825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description	Dates

The above statements are true and complete to the best of my knowledge.

INITIAL:

MLK

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.

Michelle H. Kukon
Applicant's Signature

Sept 18, 2009
Date

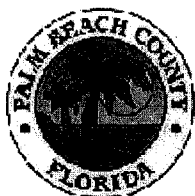
OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date

contract



Palm Beach County
Parks and Recreation Dept.

DATE : 10/06/2009

Contract Tracking System 0000001477

CONTRACT INFORMATION
Active

QUEV1260231009530300A

Certificate of Insurance

NAME : QUEVEDO, OSWALDO
VENDOR CODE: QUEV126023
INSTRUCTOR: COMPETITIVE HEAD SWIM COACH
ACCOUNT NUMBER : 0001-580-5303-00-3422
LOCATION: AQUA CREST POOL
PROGRAM: COMPETITIVE SWIMM

CONTRACT DATE : 09/29/2009
START DATE : 10/01/2009
END DATE : 03/31/2010

CONTRACT AMOUNT :	9,900.00	REVENUE AMOUNT:	12,375.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	9,900.00	AMOUNT LEFT :	12,375.00

ASSIGNED CATEGORIES:

COMPETITIVE SWIM COACH 0.80 PCT

AQUATICS DIVISION					
ACCOUNT: 0001-580-5303-3422		VENDOR CODE: 126023		CONTRACT:	
MC: <u>JA</u>	PS: <u>202</u>	FSS: <u>PAID</u>	CC: <u>48</u>	CA: <u>0.94</u>	DD: <u>DHL</u>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 29 day of Sept, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and OSWALDO J QUEVEDO, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) USA Competitive Swimming program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing said program.

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

1. **Term:** The class, activity or service will begin on October 1, 2009 and will meet thereafter with the termination date of this agreement being March 31, 2010.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$40, \$30, \$70, \$75, \$80 and \$85 per month Revenue Account No. 0001-580-5303-4724-04
3. **Payments To Contractor:**

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of nine thousand nine hundred Dollars (\$ 9,900.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$ n/a or 80 % of the paid enrollment fees for the class or activity.

4. **Specific Details:**

- a. Type of service/instructor: USA Competitive Head Swim Coach
- b. Name of class or activity: USA Competitive Swim Team
- c. Day(s)/Date(s) Scheduled: variable – to be worked out with Facility Manager
- d. Time Scheduled: variable – to be worked out with Facility Manager
- e. Location: Aqua Crest Pool
- f. A minimum of 10 and a maximum of 150 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
9/28/09

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 14 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.
 4. Publicize the class or activity through the Leisure Times and public service announcements.

10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11. **County Representative:** The County Representative for this CONTRACT is:
Michelle Lawrence, Facility Manager PH: 561-278-7104
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Aquatics Division
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Oswaldo J. Quevedo
CONTRACTOR'S Address: 3308 Mahogany Drive, Boynton Beach, FL 33436
CONTRACTOR'S Phone No. 561-351-6126
14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
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, judgment, 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.
17. **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 consultants 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).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
19. **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.

20. **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, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

Eun Cael
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

CONTRACTOR WITNESS

Laurie C. Schobeloch
SIGNATURE

Laurie C. Schobeloch
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Oswaldo J. Buevedo
SIGNATURE

OSWALDO J BUEVEDO AQUA CREST
NAME & TITLE (TYPE OR PRINT) HEAD SWIM COACH

AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgent
COUNTY ATTORNEY

Exhibit A
SCOPE OF SERVICES

The CONTRACTOR has the responsibility of training swimmers in preparation for competitive programs. CONTRACTOR must organize and supervise the competitive swimming program for all ages and skill levels as well as instruct and train participants in competitive swimming.

CONTRACTOR is responsible for the preparation of daily training schedules; administration of training schedules, registering team and individuals with USA Swimming; and technical instruction of competitive swimming. Participants will be supervised during a variety of exercises, dry land exercises and instructional sessions. CONTRACTOR will supervise swimmers at practices and meets; will oversee the entry of swimmers in sanctioned USA Swimming competition and represent the team as a delegate to the Florida Gold Coast Association of United States Swimming.

CONTRACTOR shall perform the services set forth herein in a competent, professional, safe and responsible manner with full regard for the safety of the participants as well as for the Facility.

Immediately upon arrival at the Facility, CONTRACTOR shall inspect the site prior to beginning any activity (if applicable and if staff or another coach has not arrived prior). Prior to swimmers entering the water, CONTRACTOR shall perform a water test with facilities test kit for chemical levels in the water. If chemical levels are not reading between 1.5-3.0 for chlorine and 7.2-7.6 for pH, swimmers should not enter the pool. Should any other safety condition exist at the Facility, the CONTRACTOR shall report said condition to the Facility manager immediately upon the manager's arrival at the Facility. If the condition creates a risk to the participants or spectators, the activity will be postponed until corrective action has been completed.

CONTRACTOR shall make judgments regarding safe weather and water conditions, and shall cancel or postpone practice sessions when conditions are unsafe.

CONTRACTOR shall follow established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the Facility.

CONTRACTOR shall work within the aquatic chain-of-command: Facility Manager, Aquatics Program Coordinator, Aquatics Supervisor and Director.

CONTRACTOR will ensure that all participants are instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized. During Facility operational hours program participants will obey all pool rules. CONTRACTOR and all personnel on site shall be certified in American Red Cross Safety Training for Coaches; First Aid/CPR (equivalent or higher training) and must have a first aid kit available at all times.

CONTRACTOR shall provide a service capable of responding to public questions, program information and membership details.

CONTRACTOR shall provide the Facility manager with 14 days notice of all anticipated conflicts, schedule changes, or absences. The CONTRACTOR shall immediately notify the Facility manager of any unanticipated absences.

CONTRACTOR shall work with and maintain open dialogue with the Facility manager, liaison and/or parent organization (if applicable) regarding program needs, program changes, additions or removals, or problems with the Facility or equipment, by attending scheduled meetings and in general daily interaction.

CONTRACTOR shall provide copies of newsletters, calendars and handbooks to the Facility manager and obtain approval from the Facility manager for all activities other than permitted practice times.

CONTRACTOR shall adhere to all applicable COUNTY policies and procedures, rules, regulations and ordinances.

CONTRACTOR and CONTRACTOR'S staff shall display effective and respectful behavior in all public contact while performing contracted services.

CONTRACTOR shall provide the Facility manager a list of registered USA Swimming members containing the following information: first name; last name; age; sex; skill group they are assigned and the monthly fees to be assessed for each swimmer. All changes to this information must be made monthly and provided to the Facility manager on the first (1st) day of the following month.

CONTRACTOR shall provide the Facility manager with daily attendance figures for each month on the first (1st) day of the following month.

CONTRACTOR shall secure necessary meet officials, and volunteers for the set up, running, take down and clean up of all meets.

CONTRACTOR shall recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R2008-2241)

Use of Premises

The Facility, when permitted by the COUNTY for the CONTRACTOR of the USA Swimming competitive program, shall not be permitted by the CONTRACTOR for use to any other organization or group during their permitted time.

CONTRACTOR must submit written request for space to the Facility manager on an annual basis. CONTRACTOR and Facility manager will meet on a bi-annual basis to assess annual request. Said request shall be reviewed by the Facility manager and request for said usage shall not be unreasonably withheld. At a minimum, the CONTRACTOR shall submit to the Facility manager quarterly, proposed pool needs and activity schedules. The Facility manager will review said schedule and after considering the needs of the general public and other program offerings at the Facility make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR shall ensure proper use and care of all equipment by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR shall ensure that the Facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR'S responsibility to maintain clean and orderly storage areas that have been allocated for the competitive swimming program. The CONTRACTOR shall open the Facility each morning for the USA Swimming competitive program when utilizing the Facility prior to the Facility opening to the general public. The CONTRACTOR shall also close and secure the Facility each evening if the program conclusion is after operational hours. The Department will provide a work area (if necessary) for the CONTRACTOR to utilize during program hours.

CONTRACTOR will inform the Facility manager immediately of any equipment malfunction or failure.

The Department may authorize the closing of the pool during necessary repair work or in the event of severe weather. In these instances the pool will remain closed until the County

authorizes its reopening.

Personnel

The CONTRACTOR shall secure at its own expense, all necessary personnel required to perform the services under the Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required herein 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 or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the County's representative and written approval must be granted by the County's representative before said change or substitution can become effective.

CONTRACTOR shall indoctrinate and train all staff in the philosophies and public relation concerns of the County. CONTRACTOR'S staff and pool staff will be cross trained to be knowledgeable of each others programs. CONTRACTOR shall cooperate with Facility management and staff, contributing to the harmony and productivity of the unit.

Program Fees & Charges

The Department, on behalf of the County, shall collect all program fees and charges from participants. All program fees and charges will be made payable to: **Board of County Commissioners**. The County will provide the CONTRACTOR with weekly reports updating participants' payment status. CONTRACTOR shall assist County with the collection of fees.

Current monthly fees for the program are as follows:

Bronze Group	\$70.00
Silver Group	\$75.00
Gold Group	\$85.00
Platinum Group (Senior Program)	\$80.00
Half month fee	\$40.00
1:1 Clinic	\$30.00

Fees and charges are subject to change, upon thirty (30) days' advance written notice to CONTRACTOR.

Any and all changes to monthly program fees and charges must be approved in writing in advance by the Director.

Payments to Contractor

Payment shall be made to the CONTRACTOR by the County when invoiced but no more than once every two weeks per the approved payment proposal. Payments will be made only for the current month of services; there will be no advanced payment of services.

DATE (MM/DD/YYYY)
09/28/09

1-602-840-3234

P.O. Box 32712

Phoenix, AZ 85064-2712

INSURED
AQUA CREST SWIM CLUB
USA Swimming etal Incl Local Swimming Committees
330 Mahogan Drive

Boynton Beach, FL 33436

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 POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURER: Lexington Insurance Company

INSURER: Mutual of Omaha Insurance Company

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Verification of General/Excess Liability for INSURED ACTIVITIES per attached. The Certificate Holder is included as Additional Insured but only as respects to the Named Insured's operations per the attached

ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.

CERTIFICATE HOLDER

**PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS**

2700 6th. Ave South

Lake Worth, FL 33461

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL REFUND 30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURES MUST GO IN THIS SPACE. NO EDUCATION OR LINE CLOSING MAY BE DONE IN THE INSURED OR BENEFIT OF THE POLICY. THIS SPACE IS RESERVED FOR THE SIGNATURE OF THE POLICYHOLDER OR BENEFITARY.

AUTHORIZED REPRESENTATIVE

Carolyn J. Blumit

American
Red Cross



This recognizes that

has completed the requirements for
2622097

conducted by

Date Completed

The American Red Cross recognizes this certificate
as valid for year(s) from completion date.

American
Red Cross



This recognizes that

Oswaldo J. Quevedo
has completed the requirements for
Standard First Aid

conducted by

AquaPam's Swim Academy, LLC

Date Completed 9/21/2009

The American Red Cross recognizes this certificate
as valid for 3 year(s) from completion date.

American
Red Cross



This recognizes that

Oswaldo J. Quevedo
has completed the requirements for
CPR--Adult, Child and Infant

conducted by

AquaPam's Swim Academy, LLC

Date Completed 9/21/2009

The American Red Cross recognizes this certificate
as valid for 1 year(s) from completion date.

American
Red Cross



This recognizes that

has completed the requirements for
2622126

conducted by

Date Completed

The American Red Cross recognizes this certificate
as valid for year(s) from completion date.

American
Red Cross



This recognizes that

has completed the requirements for
2622002

conducted by

Date Completed

The American Red Cross recognizes this certificate
as valid for year(s) from completion date.

American
Red Cross



This recognizes that

Oswaldo J. Quevedo
has completed the requirements for
Safety Training for Swim Coaches

conducted by

AquaPam's Swim Academy, LLC

Date Completed 9/21/2009

The American Red Cross recognizes this certificate
as valid for 3 year(s) from completion date.



USA Swimming

Please note the expiration dates of your background screen and safety certifications. Coach members are responsible for maintaining current status of their background screen, CPR, First Aid and Safety Training for Swim Coaches. If you do not renew your background screen or safety certifications **PRIOR TO** their expiration dates, your USA Swimming Coach membership will be invalid and your insurance will be in jeopardy. There is no grace period - you must renew your background screen and safety certifications **PRIOR TO** their expiration and send a copy of the new safety certifications to your LSC Membership Chair immediately.

Oswaldo J Quevedo
3308 Mahogany Dr
Boynton Beach, FL 33436-2165



CPR: 09/21/2010 First Aid: 09/21/2012
Safety Training: 09/21/2012
Background: 09/30/2011

This certifies that

Oswaldo J Quevedo
3308 Mahogany Dr
Boynton Beach, FL 33436-2165

AQUA-FG 080476OSWJQUEV
Valid to 09/21/2010

is a coach member of USA Swimming
Membership Expires 12-31-2010

Laurie Schobelock

From: Dick Cohen
Sent: Monday, September 28, 2009 6:55 PM
To: Laurie Schobelock
Subject: RE: AQUA CREST SWIM CLUB - Delivery by CertificatesNow

No Problem. COI acceptable as issued

From: Laurie Schobelock
Sent: Monday, September 28, 2009 5:13 PM
To: Dick Cohen
Subject: FW: AQUA CREST SWIM CLUB - Delivery by CertificatesNow

Dick,

Please see below from the USA Swimming insurance carrier. Is this going to be a problem for our USA Swim Coaches and meeting their insurance requirements? The up-dated certificate is attached.

Thank you,

Laurie C. Schobelock
Aquatic Supervisor
561-966-6629

-----Original Message-----

From: Debbie Williams [mailto:dwilliams@theriskpeople.com]
Sent: Monday, September 28, 2009 5:04 PM
To: Laurie Schobelock
Subject: RE: AQUA CREST SWIM CLUB - Delivery by CertificatesNow

I have updated the certificate and a copy will be emailed to you. Please note we no longer list individual names in the Named Insured section.
Certificates
can not be issued to individuals.

Thank you,

Debbie Williams
Account Executive
Risk Management Services, Inc.
PO Box 32712, Phoenix, AZ 85064
P: 800-777-4930 ext 13
P: 602-840-3234 ext 13
F: 602-274-9138

-----Original Message-----

From: Laurie Schobelock [mailto:LSchobel@pbcgov.org]
Sent: Monday, September 28, 2009 1:46 PM
To: 'dwilliams@theriskpeople.com'
Cc: 'ozziequevedo@gmail.com'
Subject: FW: AQUA CREST SWIM CLUB - Delivery by CertificatesNow

9/24/2009 1:34:14 PM

USA Swimming, Inc.

Athlete Membership (Abbreviated)

<i>USA-S ID</i>	<i>Athlete Name</i>	<i>Preferred</i>	<i>Club</i>	<i>Gender</i>	<i>Citz</i>	<i>Reg. Date</i>	<i>Seas.</i>	<i>Reg. Trans.</i>
121588DOUWMILL	Miller, Doug W	Doug	AQUA	Male	Y	05/25/2009	N	Renew
100399SAMKMORD	Morden, Samantha Kelly	Sam	AQUA	Female	Y	02/12/2009	N	Renew
050996JAMROLSO	Olson, James R		AQUA	Male	Y	09/17/2008	N	New
032799RICDOLSO	Olson, Richard D	Dane	AQUA	Male	Y	09/17/2008	N	New
072400MAGAPIER	Pierce, Maggie A	Maggie	AQUA	Female	Y	09/19/2008	N	New
091797AND*PROZ	Prozorov, Andrew		AQUA	Male	Y	02/10/2009	N	Renew
080476OSWJQUEV	Quevedo, Oswaldo J		AQUA	Male	Y	05/06/2009	N	Renew
011999TYLOQUIN	Quintanilla, Tylore O	Tylore	AQUA	Male	Y	10/23/2008	N	New
100798JOS*ROMA	Romano, Joseph		AQUA	Male	Y	10/16/2008	N	Renew
030800CHA*ROMA	Romano, Charles	Charlie	AQUA	Male	Y	10/16/2008	N	Renew
122798MILMSANT	Santejn, Milena M	Milena	AQUA	Female	Y	09/03/2008	N	New
032499JANESANT	Santiago, Janine E	Jani	AQUA	Female	Y	07/22/2009	Y	New
012796DALASCHM	Schmidt, Dalton A		AQUA	Male	Y	09/07/2008	N	New
041697SOPMSCHU	Schultz, Sophie M		AQUA	Female	Y	09/01/2008	N	New
113097COLMSCMI	Schmidt, Cole M		AQUA	Male	Y	09/07/2008	N	New
031699MAN*SEKZ	Sekzer, Manuela		AQUA	Female	Y	02/10/2009	N	Renew
040796CAT*SEKZ	Sekzer, Catalina		AQUA	Female	Y	02/10/2009	N	Renew
071586JOSFSKUB	Skuba, Joseph F		AQUA	Male	Y	02/10/2009	N	Renew
092800CAMHSNID	Snider, Cameron H	Cameron	AQUA	Male	Y	10/09/2008	N	New
080197BAIJSQUA	Souaid, Bailey J	Bailey	AQUA	Female	Y	01/14/2009	N	Renew
101999ROBGSQUA	Souaid, Robert G	Bobby	AQUA	Male	Y	01/14/2009	N	Renew
091702MORAVASS	Vasser, Morgan A	Morgan	AQUA	Female	Y	09/05/2008	N	New
062101MADLVASS	Vasser, Madison L	Maddy	AQUA	Female	Y	09/05/2008	N	New
021898DAN*VONS	Von Sohsten, Daniel	Dan	AQUA	Male	Y	09/17/2008	N	New
081000GAB*VONS	Von Sohsten, Gabriel	Gabi	AQUA	Male	Y	09/17/2008	N	New
112202JUL*VONS	Von Sohsten, Julia	Julia	AQUA	Female	Y	09/17/2008	N	New
010882VICLWIND	Windmiller, Victoria L	Tori	AQUA	Female	Y	03/02/2009	N	New

Total Count For Report: 74

9/24/2009 1:34:14 PM

USA Swimming, Inc. Athlete Membership (Abbreviated)

USA-S ID	Athlete Name	Preferred	Club	Gender	Citz	Reg. Date	Seas.	Reg. Trans.
090102JULAABRI	Abritta, Julia A		AQUA	Female	Y	09/17/2008	N	New
013102ARIFBELL	Beltoni, Arianna F	Arianna	AQUA	Female	Y	08/04/2009	Y	New
032493EDWJCALI	Calihan, Edward J	Jake	AQUA	Male	Y	08/07/2009	Y	New
061697CHRMcata	Catanzaro, Christopher M	Chris	AQUA	Male	Y	02/08/2009	N	Renew
032200MATPCATA	Catanzaro, Matthew P	Matty	AQUA	Male	Y	02/08/2009	N	Renew
040398ZEAVCHIN	Ching, Zealand V		AQUA	Female	Y	09/15/2008	N	New
090300SPYMCHIN	Ching, Spyder M	Spyder	AQUA	Male	Y	12/01/2008	N	New
011579IRE*CHUE	Chuecos, Irene		AQUA	Female	Y	06/17/2009	Y	New
110295GABMCOEL	Coelho, Gabriel M	Gabriel	AQUA	Male	Y	11/06/2008	N	Renew
022900TANSCOLL	Collins, Tanner S		AQUA	Male	Y	10/16/2008	N	Renew
012584JANMCOPL	Copland, Jane M		AQUA	Female	Y	06/17/2009	Y	Renew
100599KELLCOUG	Coughlan, Kelly L	Kelly	AQUA	Female	Y	02/12/2009	N	Renew
121493KEVBDACO	Dacosta, Keven B		AQUA	Male	Y	10/17/2008	N	New
042596NICBDACO	Dacosta, Nicholas B	Nick	AQUA	Male	Y	10/17/2008	N	New
010402JACADAVI	Davis, Jack A	Jack	AQUA	Male	Y	07/22/2009	Y	New
081196COLADUFF	Duffy, Colin A		AQUA	Male	Y	01/25/2009	N	Renew
092889TIFEERDM	Erdman, Tiffany E		AQUA	Female	Y	05/06/2009	N	Renew
031898NICEESPI	Espinoza, Nicholas E		AQUA	Male	Y	02/12/2009	N	Renew
082299MARIFERR	Ferrando, Maria I		AQUA	Female	Y	09/04/2008	N	New
102497NICJFERR	Ferrando, Nicholas J	Nick	AQUA	Male	Y	09/04/2008	N	New
122798CATMFORD	Ford, Catherine M	Catherine	AQUA	Female	Y	09/18/2008	N	New
091194ALDAFOUR	Fourcade, Aldana A	Aldi	AQUA	Female	Y	11/06/2008	N	New
052997LIARFRAN	Francis, Liam R	Liam	AQUA	Male	Y	08/03/2009	Y	New
040200KYLAFRAN	Francis, Kyle A	Kyle	AQUA	Male	Y	04/07/2009	N	New
032500MASPFREE	Freeman, Mason P	Mason	AQUA	Male	Y	10/23/2008	N	New
030294KYLTFREE	Freeman, Kyle T	Kyle	AQUA	Male	Y	02/12/2009	N	Renew
061597ZACHGARN	Garnsey, Zackary H		AQUA	Male	Y	10/17/2008	N	New
102700DRAEGIL*	Gil, Drake E	Drake	AQUA	Male	Y	10/16/2008	N	Renew
092695STESGOUL	Goulart, Stephany S	Stephany	AQUA	Female	Y	09/03/2008	N	New
052899JUSJGREA	Greaves, Justin J		AQUA	Male	Y	01/21/2009	N	New
100297ZOLCGYOR	Gyorffy, Zoltan C		AQUA	Male	Y	10/24/2008	N	Renew
080295JOHPHOLL	Holloway, John P	Parker	AQUA	Male	Y	02/10/2009	N	Renew
041399AYLH HOUR	Hourigan, Ayla H	Ayla	AQUA	Female	Y	03/02/2009	N	New
082396NICMHYLI	Hylinski, Nicole M		AQUA	Female	Y	06/18/2009	Y	New
112897EMIHJACK	Jackson, Emily H		AQUA	Female	Y	01/25/2009	N	New
090900CAMHKAYE	Kaye, Cameron H		AQUA	Male	Y	11/06/2008	N	New
061699ALFHKENN	Kennemer, Alfrred Hopkins	Hopkins	AQUA	Male	Y	11/06/2008	N	Renew
121999KALAKROL	Krolikowski, Kaleigh A	Kaleigh	AQUA	Female	Y	09/04/2008	N	New
032699ALESKYTE	Kyte, Alexander S	Alex	AQUA	Male	Y	09/17/2008	N	New
101974ENRGLINS	Linscher, Enrico G	Enrico	AQUA	Male	Y	05/06/2009	N	Renew
080996JESBLOWE	Lowell, Jessica B		AQUA	Female	Y	09/15/2008	N	New
041800JOHFMALO	Maloney, John F	Jack	AQUA	Male	Y	09/01/2008	N	New
041700SERMMART	Martin, Serena M	Serena	AQUA	Female	Y	02/06/2009	N	Renew
091994JESKMCCL	McClintock, Jessica K		AQUA	Female	Y	11/06/2008	N	Renew
070987MELGMCIN	McIntyre, Melissa G	Missy	AQUA	Female	Y	03/12/2009	N	Renew
072399MELMMCKA	McKay, Melissa M		AQUA	Female	Y	09/15/2008	N	New
082289ANDRMEED	Meeder, Andrew R		AQUA	Male	Y	12/27/2008	N	Renew

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

Our agency screens prospective contractors/volunteers to evaluate whether an applicant poses a risk of harm to the youth, elderly, or individuals it serves. Information obtained is not an automatic bar to contract/volunteer service, but is considered in view of all relevant circumstances. This disclosure is required to be completed by applicants for contractual or volunteer positions in order to be considered. Any falsification, misrepresentation, or incompleteness in this disclosure alone is grounds for disqualification or termination.

APPLICANT: OSWALDO JOSE QUEVEDO
Please print complete name

I understand I must acknowledge the existence of any criminal records relating to the following list, regardless of whether or not those records have been sealed or expunged. I understand that I am also obligated to notify Palm Beach County Parks and Recreation Department of any possible disqualifying offenses that may occur while providing services for/with Palm Beach County Parks and Recreation Department.

Initial next to all that apply and provide a brief explanation below:

<input type="checkbox"/>	Sections 393.135	relating to sexual misconduct with certain developmentally disabled clients
<input type="checkbox"/>	394.4593	relating to sexual misconduct with certain mental Health patients
<input type="checkbox"/>	Sections 415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
<input type="checkbox"/>	741.30	domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
<input type="checkbox"/>	782.04	murder
<input type="checkbox"/>	782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
<input type="checkbox"/>	782.071	vehicular homicide
<input type="checkbox"/>	782.09	killing an unborn child by injury to the mother
<input type="checkbox"/>	784.011	assault, if the victim of offense was a minor
<input type="checkbox"/>	784.021	aggravated assault
<input type="checkbox"/>	784.03	battery, if the victim of offense was a minor
<input type="checkbox"/>	784.045	aggravated battery
<input type="checkbox"/>	787.01	kidnapping
<input type="checkbox"/>	787.02	false imprisonment
<input type="checkbox"/>	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
<input type="checkbox"/>	787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
<input type="checkbox"/>	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
<input type="checkbox"/>	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
<input type="checkbox"/>	794.011	sexual battery
<input type="checkbox"/>	794.041	prohibited acts of persons in familial or custodial authority (former)
<input type="checkbox"/>	Chapter 796	prostitution
<input type="checkbox"/>	Section 798.02	lewd and lascivious behavior
<input type="checkbox"/>	Chapter 800	lewdness and indecent exposure
<input type="checkbox"/>	Section 806.01	arson
<input type="checkbox"/>	Chapter 812	felony theft and/or robbery
<input type="checkbox"/>	Sections 817.563	fraudulent sale of controlled substances, if the offense was a felony
<input type="checkbox"/>	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
<input type="checkbox"/>	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
<input type="checkbox"/>	825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

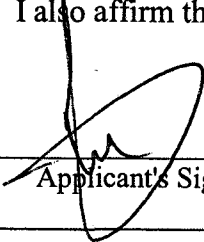
_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

<u>Description</u>	<u>Dates</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The above statements are true and complete to the best of my knowledge. INITIAL:

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.



Applicant's Signature

09/28/2009

Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) OSWALDO J QUEVEDO Sex M Race HISPANIC

Date of Birth 08/04/1976 Driver's License No. Q130-650-76-284-0

Address 3308 MAHOGANY DRIVE

City BOYNTON BEACH State FL Zip 33436

I, OSWALDO J QUEVEDO, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks
- Current and Former Addresses
- Social Security Number Verification

I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.

Print Name: OSWALDO J QUEVEDO Date: 09/28/2009

Signature: [Signature]





MAIL TO: Palm Beach County
Board of County Commissioners
Purchasing Department
Attention: Vendor Registration Desk
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
Phone: (561) 616-6800 Fax: (561) 616-6811
Web Address: www.pbcgov.com/purchasing

(Vendor Code to be assigned by P.B.C.)

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

☒ New Registration

☐ Change of Information

Headquarters (Legal Name) of Company: OSWALDO J QUEVEDO
(Must match name to which Federal I.D. or Taxpayer ID is assigned.)

Alias/D/B/A (Doing-Business-As) Name: _____
(List your D/B/A or fictitious name only if applicable.)

Type of Business Entity (check one):

☒ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other

Business Commodity Offered (check one):

☐ Goods Only ☒ Services Only ☐ Goods and Services

Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number: 422-55-6934

1. Please list below your Headquarters address information:

Address: 3308 MATOGANY DRIVE

City: BOYNTON BEACH State/Province: FLORIDA

Zip/Postal Code: 33436 Country: USA

Main Phone Number: 561-351-6126

Contact Name: OSWALDO J QUEVEDO E-mail Address: OZZIEQUEVEDO@GMAIL.COM

(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

2. Please list below your Payment Address/Accounts Receivable Department information address if necessary, or check here if ☐ Same as Headquarters:

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

Contact Name: _____ E-mail Address: _____

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

3. Please list below your Order Processing Department information and attach additional address if necessary, or check here if ☐ Same as Headquarters:

Address: N/A
City: N/A State/Province: _____
Zip/Postal Code: N/A Country: _____
Main Phone Number: N/A
Contact Name: N/A E-mail Address: _____
(E-mail Address may be used for Orders/Contracts)
Contact Phone Number: N/A Alternate Phone Number: _____
Contact Fax Number: N/A Alternate Fax Number: _____

4. List Company Officers or Principals Who Are Palm Beach County Employees or are Related to Palm Beach County Employees:

Name: N/A Position/Title: N/A
Name: N/A Position/Title: N/A

5. List Company Officials:

Name: N/A Position/Title: _____
Name: N/A Position/Title: _____
Name: N/A Position/Title: _____

6. If you are interested in being certified as a Small Business Enterprise or a Minority-Owned Business, please visit www.pbcgov.com/osba and download the Certification Application or contact the Palm Beach County Office of Small Business Assistance at (561) 616-6840

7. Affix Authorized Signature of Company Officer or Principal (Required for Registration):

Print Name: OSWALDO J QUEVEDO Title: AQUA CREST HEAD SWIM COACH
Signature: [Signature] Date: 09/28/2009

FAXED
9/28/09

Laurie Schobelock

From: Anne Helfant
Sent: Friday, September 25, 2009 11:30 AM
To: Laurie Schobelock
Subject: RE: Aqua Crest Coach

Laurie,

The independent contractor agreement for the interim coach at aqua crest pool looks ok.

Annie

From: Laurie Schobelock
Sent: Thursday, September 24, 2009 2:45 PM
To: Anne Helfant
Subject: Aqua Crest Coach

Anne,

Attached is the Independent Contractor Agreement for an interim coach at Aqua Crest Pool. He is coming by a little later to bring all of his certifications. I just want to make sure we can start this contract while the other one is in the process of being modified.

Thank you,
Laurie