

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: **September 9, 2008**

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 month of July.

- A) Myriam Delgado Bonilla-Toro, Jewelry Making Instructor, Therapeutic Recreation Complex. (TORO1190450808524399A); and
- B) Susan Allshouse, Tennis Instructor, West Boynton Park and Recreation Center. (ALLS1074100808525200D).

**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. District 3 (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.

**Attachment:** Independent Contractor Agreements (2)

Recommended by:   
Department Director

8/12/08  
Date

Approved by:   
Assistant County Administrator

8/21/08  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years                                   | 2008                | 2009              | 2010              | 2011              | 2012              |
|--|---------------------|-------------------|-------------------|-------------------|-------------------|
| Capital Expenditures                           | <u>-0-</u>          | <u>-0-</u>        | <u>-0-</u>        | <u>-0-</u>        | <u>-0-</u>        |
| Operating Costs                                | <u>2,560</u>        | <u>-0-</u>        | <u>-0-</u>        | <u>-0-</u>        | <u>-0-</u>        |
| External Revenues                              | <u>(2,715)</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>        |
| <b>NET FISCAL IMPACT</b>                       | <u><b>(155)</b></u> | <u><b>-0-</b></u> | <u><b>-0-</b></u> | <u><b>-0-</b></u> | <u><b>-0-</b></u> |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | <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 5243/5252  
 Object 3422/Revenue Source 4721 Program N/A

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

|   | Contractor                  | FY2008         |                |
|---|-----------------------------|----------------|----------------|
|   |                             | Revenue        | Expense        |
| A | Myriam Delgado Bonilla-Toro | \$0            | \$660          |
| B | Susan Allshouse             | \$2,715        | \$1,900        |
|   | <b>Totals</b>               | <b>\$2,715</b> | <b>\$2,560</b> |

C. Departmental Fiscal Review: ckopelakis

**III. REVIEW COMMENTS**

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

Shwillhite 8-18-08  
 OFMB 8/18/08  
 VO 8/19 SH 8/15/08

An J. Jacob 8/20/08  
 Contract Development and Control  
E. Jones 8/20/08

**B. Legal Sufficiency:**

Anne Delgent 8/21/08  
 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.

DATE : 07/18/2008

Contract Tracking System 0000001377

**CONTRACT INFORMATION**  
Active

TORO1190450808524399A

NAME : DELGADO BONILLA-TORO, MYRIAM  
VENDOR CODE: TORO119045  
INSTRUCTOR: JEWELRY MAKING  
ACCOUNT NUMBER : 0001-580-5243-99-3422  
LOCATION: THERAPEUTIC RECREATION COMPLEX  
PROGRAM: JEWELRY MAKING

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CONTRACT DATE : 07/17/2008  
START DATE : 08/07/2008  
END DATE : 08/08/2008

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CONTRACT AMOUNT : 660.00 REVENUE AMOUNT: 660.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 660.00 AMOUNT LEFT : 660.00

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**ASSIGNED CATEGORIES:**

JEWELRY MAKING 660.00 FLAT FEE

RECREATION SERVICES

|                                |                |                           |              |                 |     |
|--------------------------------|----------------|---------------------------|--------------|-----------------|-----|
| ACCOUNT: 0001-580-5243-99-3422 |                | VENDOR CODE: VC0000119045 |              | CONTRACT:       |     |
| MC: <i>ofc</i>                 | PS: <i>ofc</i> | FSS: <i>ck</i>            | CC: <i>l</i> | CA: <i>a.g.</i> | DD: |

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 17 day of July, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Myriam Delgado Bonilla-Toro, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Jewelry Making Program 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 August 7, 2008 and will meet thereafter with the termination date of this agreement being August 8, 2008.
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 summer camp 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 Six Hundred and Sixty Dollars (\$660.00). The CONTRACTOR shall notify the COUNTY's repre/sentative 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 \$ 660.00 or % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Jewelry Instructor/ Myriam Delgado Bonilla-Toro
  - b. Name of class or activity: Jewelry Making Program
  - c. Day(s)/Date(s) Scheduled: Thursday, August 7, 2008
  - d. Time Scheduled: 10:30 a.m. to 3:00 p.m.
  - e. Location: CMAA Therapeutic Recreation Center
  - f. A minimum of 15 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.



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 10 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:

Adrienne Huisman

PH: 561-966-7054

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: Myriam Delgado Bonilla-Toro

CONTRACTOR'S Address: 6968 Thicket Trace Lake Worth, FL 33467

CONTRACTOR'S Phone No. 561-543-0695

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)

**CONTRACTOR WITNESS**

Adrienne Huisman  
SIGNATURE

Adrienne Huisman  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Carrie Cree  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**INDEPENDENT CONTRACTOR**

Myriam Delgado Bonilla - Toro  
SIGNATURE

MYRIAM Delgado Bonilla - Toro  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne Delgado  
COUNTY ATTORNEY

**Scope of Services  
End of Summer Camp Teen Event  
Jewelry Making Program  
8-07-08**

**Provide instruction and supplies for the End of Summer Camp Teen Event. Instructor will provide step by step jewelry making instruction. Program will include all jewelry supplies needed for 110 campers. Equipment needed to perform duties include a room with tables and chairs. There will be no direct supervision of program participants by jewelry instructor.**





**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 157-58-3230

Full Name (print) MYRIAM Delgado Bonilla - Toro Sex F Race \_\_\_\_\_

Date of Birth 2-16-1959 Driver's License No. B543-544-59-556-0

Address 6968 Thicket Trace

City Lake Worth State FL Zip 33467

I, Myriam Delgado Bonilla - Toro, 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: MYRIAM Delgado Bonilla - Toro Date: 6-24-08

Signature: Myriam Delgado Bonilla - Toro

ENTERED  
7/8/08





**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 157-70-6374

Full Name (print) Janett Rodriguez Sex F Race H

Date of Birth 9-8-79 Driver's License No. R362-420-79-828-0

Address 1110 Mathis St.

City Lake Worth State FL Zip 33461

I, Janett Rodriguez, 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: Janett Rodriguez Date: 6/30/08

Signature: *Janett Rodriguez*

ENTERED  
7/8/08





**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

MYRIAN Delgado Bonilla - Tora  
Name of Recreation Service Provider/Sports Official

[REDACTED]  
FEI/Social Security Number

1. Which service(s) are you interested in providing? jewelry making

2. List prior work experience in providing this service:

| <u>Dates</u>  | <u>Agency/Company</u> | <u>Representative</u> |
|---|-----------------------|-----------------------|
| (A) 1982-1999   | zenith Gold Rio       |                       |
| <u>compression Dept, Packaging, Stability Dept and front Desk office work</u> |                       |                       |

| <u>Scope of Work</u> | <u>Contact #</u>                   |
|----------------------|------------------------------------|
|                      | <u>winnie storvas 201-767-1700</u> |

| <u>Dates</u>   | <u>Agency/Company</u> | <u>Representative</u> |
|--|-----------------------|-----------------------|
| (B) 2000-2002  | voice stream          | Answer phone          |
| <u>take care of customer, troubleshooting and helping with the bill over the phone</u> |                       |                       |

| <u>Scope of Work</u> | <u>Contact #</u> |
|----------------------|------------------|
|                      |                  |

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|--------------|-----------------------|-----------------------|
| (C) 2004     | Parks and Recreation  | Jewelry Making class  |

| <u>Scope of Work</u>           | <u>Contact #</u> |
|--------------------------------|------------------|
| teach kids how to make jewelry |                  |

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> |
|--------------|--|----------------------------|
| 1975         | GED                                    | Hackensack NJ              |
| 2003         | jewelry classes                        | Crystal Creations          |

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**

**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: MYRIAM Delgado Bonilla - Toro  
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:

- |       |                  |   |
|-------|------------------|---|
| _____ | Sections 393.135 | relating to sexual misconduct with certain developmentally disabled clients   |
| _____ | 394.4593         | relating to sexual misconduct with certain mental Health patients   |
| _____ | Sections 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults   |
| _____ | 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 |
| _____ | 782.04           | murder  |
| _____ | 782.07           | manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child  |
| _____ | 782.071          | vehicular homicide  |
| _____ | 782.09           | killing an unborn child by injury to the mother   |
| _____ | 784.011          | assault, if the victim of offense was a minor   |
| _____ | 784.021          | aggravated assault  |
| _____ | 784.03           | battery, if the victim of offense was a minor   |
| _____ | 784.045          | aggravated battery  |
| _____ | 787.01           | kidnapping  |
| _____ | 787.02           | false imprisonment  |
| _____ | 787.04(2)        | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings  |
| _____ | 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   |
| _____ | 790.115(1)       | exhibiting firearms or weapons within 1,000 feet of a school  |
| _____ | 790.115(2b)      | possessing an electric weapon or device, destructive device, or other weapon on school property   |
| _____ | 794.011          | sexual battery  |
| _____ | 794.041          | prohibited acts of persons in familial or custodial authority (former)  |
| _____ | Chapter 796      | prostitution  |
| _____ | Section 798.02   | lewd and lascivious behavior  |
| _____ | Chapter 800      | lewdness and indecent exposure  |
| _____ | Section 806.01   | arson   |
| _____ | Chapter 812      | felony theft and/or robbery   |
| _____ | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony   |
| _____ | 825.102          | abuse, aggravated abuse, or neglect of disabled adults or elderly persons   |
| _____ | 825.1025         | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult  |
| _____ | 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:

WET

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.

*Theresa De la Cruz - Torra*  
Applicant's Signature

6-27-08  
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**

**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: Janett Rodriguez  
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.)

| <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.


6/30/08  
 \_\_\_\_\_  
 Applicant's Signature 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 : 07/18/2008

Contract Tracking System 0000001376

**CONTRACT INFORMATION**  
Active

ALLS1074100808525200D

Certificate of Insurance

NAME : ALLSHOUSE, SUSAN  
VENDOR CODE: ALLS107410  
INSTRUCTOR: TENNIS INSTRUCTOR  
ACCOUNT NUMBER : 0001-580-5252-00-3422  
LOCATION: WEST BOYNTON PARK & RECREATION CENTER  
PROGRAM: TENNIS

---

CONTRACT DATE : 07/17/2008  
START DATE : 08/11/2008  
END DATE : 10/01/2008

---

CONTRACT AMOUNT : 1,900.00 REVENUE AMOUNT: 1,900.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 1,900.00 AMOUNT LEFT : 1,900.00

---

ASSIGNED CATEGORIES:

TENNIS INSTRUCTOR 0.70 PCT

**RECREATION SERVICES**

|                             |                         |                 |               |                |     |
|-----------------------------|-------------------------|-----------------|---------------|----------------|-----|
| ACCOUNT: 0001-580-5252-3422 | VENDOR CODE: ALLS107410 | CONTRACT:       |               |                |     |
| MC: <i>AK AH</i>            | PS: <i>dec</i>          | FSS: <i>col</i> | CC: <i>JP</i> | CA: <i>APD</i> | DD: |

**INDEPENDENT CONTRACTOR AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the 17 day of July, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Susan E. Allshouse, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to make available (a) (an) Adult and Youth Tennis 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 August 11, 2008 and will meet thereafter with the termination date of this agreement being October 1, 2008.
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): \$45.00 per Revenue Account No. 0001-580-5252-4721-09.
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 One Thousand Nine Hundred Dollars (\$1,900.00). 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 \$ \_\_\_\_\_ or 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Susan E. Allshouse
  - b. Name of class or activity: Tennis Classes
  - c. Day(s)/Date(s) Scheduled: Mondays and Tuesdays
  - d. Time Scheduled: 6:00 – 8:00pm
  - e. Location: West Boynton Recreation Center/Park Vista Tennis Courts
  - f. A minimum of 15 and a maximum of 20 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**  
7/8/08

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 7 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:  
Cameron Krellner PH: 561.355.1125
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: Susan E. Allshouse  
 CONTRACTOR'S Address: 4790 Blossom Drive Delray Beach, FL 33445  
 CONTRACTOR'S Phone No. 561.498.8105
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)

**PALM BEACH COUNTY**

Eric Coe  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

Cameron Krellner  
SIGNATURE

Cameron Krellner  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

Susan F. Allshouse  
SIGNATURE

Susan F. Allshouse  
NAME & TITLE (TYPE OR PRINT)  
Tennis Professional

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

Anne Delgard  
COUNTY ATTORNEY

## **SCOPE OF SERVICE**

**Susan E. Allhouse**

Ms. Allhouse will be providing tennis classes at West Boynton Park and Recreation Center located at 6000 Northtree Blvd., Lake Worth, Florida.

Classes will be provided for youth and adults. Class content will consist of the fundamentals of tennis including, proper grip, proper stroke techniques, etiquette, and rules of the game. Classes will be held at various times and days from August 11, 2008 through October 1, 2008.

A fee of \$45.00 per participant will be charged for 8 one hour classes per session. A session consists of eight weeks.

Equipment to be used includes tennis rackets and tennis balls.

United States Professional Tennis Association, Inc.



Determining the way the world learns to play tennis

January 2, 2008

Susan Allshouse  
4790 Blossom Dr  
Delray Beach, FL 33445

Dear Susan:

This letter will confirm that the Palm Beach County Board of County Commissioners has been added as an additional insured to the liability policy that is provided to you as a certified member of the United States Professional Tennis Association (USPTA). This liability policy covers applicants, and certified and certain honorary members in the United States, its territories and Canada.

**THE USPTA LIABILITY POLICY INCLUDES \$9 million liability insurance, while on court, for bodily injury to others; and for damage to property not in the tennis professional's care, custody or control. It does not cover injury to the tennis professional, or damage to his/her property. The accident must have taken place on court, and arisen from the tennis professional's playing, practicing, teaching or officiating in tennis.**

This policy does not cover the *additional insured* against any liability that might arise due to its own negligence or act. It simply means that the *additional insured* is covered for any vicarious liability arising from an accident caused by the USPTA member or insured nonmember. If the *additional insured* is held negligent, it could be sued separately and would not be covered by the USPTA member's insurance.

The additional insured fee is *neither prorated nor transferable*, and will cover the additional insured through the term of the policy year. Reapplication must be made by the USPTA member for the additional insured each policy year, since no invoices will be sent as a reminder.

|  |  |
|--|--|
| Policy number:                                   | PHPK279449   |
| Effective period:                                | 12/31/07 - 12/31/08  |
| For questions or to report an accident, contact: | USPTA World Headquarters<br>3535 Briarpark Drive, Suite One<br>Houston, TX 77042<br>Telephone (713) 978-7782 |

We have ordered a certificate of insurance and will forward it to you immediately upon receiving it.

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

Melony DeLoach  
Insurance Department

This coverage is null and void if the member is not a citizen of or does not legally reside and work in the United States, its territories or Canada.



**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

Susan E. Allshouse  
 Name of Recreation Service Provider/Sports Official

[REDACTED]  
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Tennis, Soft Tennis

2. List prior work experience in providing this service: Current 30+ Year Career

| <u>Dates</u>          | <u>Agency/Company</u>                                 | <u>Representative</u> |
|-----------------------|---|-----------------------|
| (A)<br>2006 - Present | W Boynton Rec Center                                  | Jim Henneman          |
|                       | - Garrett Pearson, - Ellen Gilmer, - Cameron Krellner |                       |

| <u>Scope of Work</u>                                 | <u>Contact #</u> |
|--|------------------|
| Youth-Teen-Adult Tennis Clinics & Summer Sports Camp |                  |

| <u>Dates</u>          | <u>Agency/Company</u>                                 | <u>Representative</u>               |
|-----------------------|---|-------------------------------------|
| (B)<br>2004 - Present | USTA FL   | Doug Booth, ED; Andy McFarland AED; |
|                       | John MacDonald - Schools; Janet Sprague, Comm. Co-ord |                                     |
|                       | 386-671-8949 Section Office                           |                                     |

| <u>Scope of Work</u>   | <u>Contact #</u> |
|--|------------------|
| Volunteer Summary Sheet Attached                                 |                  |
| National Trainer - In Service Workshops, Clinician, Mentor       |                  |
| Middle School After School Vendor - PBC P&R w/ Safe Schools Int. |                  |
| Kathy Bolander Olivia Rogers                                     |                  |



| <u>Dates</u>        | <u>Agency/Company</u> | <u>Representative</u> |
|---------------------|-----------------------|-----------------------|
| (C)<br>2005-Present | USTA National         | Kirk Anderson         |

| <u>Scope of Work</u>   | <u>Contact #</u> |
|--|------------------|
| BCW-6hr Workshop- Train Rec Coaches, PE Teachers, After School Staff. Welcome Back to Tennis Trainer-50+ Pop Quick Start Tennis Trainer- Ages 10 & Under Initiative. |                  |

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> |
|--------------|---|----------------------------|
| 1974-        | United States Professional Tennis Assoc - Certified Pro |                            |
| 1974-        | Professional Tennis Registry - Certified Pro            |                            |
| 2005-        | USTA National Recreation Trainer + QST - WBTT           |                            |
| 2005-        | Sports Science Certified. Cardio Tennis Cert.           |                            |
| 2007         | USPTA Wheelchair Tennis Certified.                      |                            |

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.

2006  
Palm Beach Tennis Assoc - Owner / Managing Dir.  
2007  
Kenko Soft Tennis - Product Manager / North America

**Susan E. Allshouse**  
**Palm Beach Tennis Associates Inc.**  
**4790 Blossom Drive • Delray Beach, FL 33445**  
**Telephone: 561-498-1810 Cell: 954-205-5575 Fax: 561-496-2301**  
**E-mail: [SusanAllshouse@comcast.net](mailto:SusanAllshouse@comcast.net)**

**USTA FLORIDA & NATIONAL INVOLVEMENT SUMMARY SHEET**

2003:

- Attended USTA Recreational Coach Workshop (2 Day Format).
- Became a USTA FL Volunteer Clinician and Mentor for Region 6.

2004:

- Became the USTA FL School Coordinator for Region 6.

2005:

- Became a USTA National Trainer of Recreational Coach Workshops.
- Became the Head Tennis Coach at the grassroots level for the Palm Beach County Community Olympic Development Program, A Program of the United States Olympic Committee, managed by The Palm Beach County Sports Institute – School, Out of School and Recreational Programs in conjunction with the USTA.
- Received appointment as Vice President of East Coast Tennis Foundation Inc. upon its incorporation in February as a USTA Coalition CTA serving the Treasure Coast and the Palm Beaches (Resigned 12-31-2007 per By Laws).
- Appointed as a member to the USTA FL Community Tennis Council for 2005-2006 term.
- Became a USTA National Trainer of Welcome Back to Tennis Events (50 plus Populations).
- Arthur Ashe Kids Day at the US Open On Court Trainer.

2006:

- Appointment as a USTA FL Adult League Coordinator for Region 6 (Mid to North County-grassroots level).
- Designated as a School Specialist for the USTA FL Schools Program.
- Reappointed as a member for the USTA FL Community Tennis Council for 2007-2008 term.
- Elected to the USTA FL Board of Directors for the 2007-2008 term.
- Appointed as the Regional Director – Region 6 – for the 2007-2008 term.
- Nominated by USTA FL as Section National Trainer of Recreational Coach Workshops & Welcome Back Tennis Events for 2006.
- Arthur Ashe Kids Day at the US Open On Court Trainer.

2007:

- Appointed USTA FL Community Tennis Council: Grants Committee Chairperson 2007-2008 term.

- USTA FL Special Populations: Worked in the establishment of Special Olympics year-round program for Miami-Dade County Region. Established trainings for other populations to include Cerebral Palsy, Adults with Disabilities, etc. developing the curriculum for and training 40 coaches.
- USTA Wheelchair Tennis Workshop & USPTA Certification – Specialist Degree
- Nominated by USTA FL as Section National Trainer of Recreational Coach Workshops & Welcome Back to Tennis Events for 2007.
- Arthur Ashe Kids Day at the US Open On Court Trainer.

2008:

- Became a USTA National Trainer of Quick Start Tennis Format Initiative (Children Ages 10 and Under).
- QuickStart Tennis Faculty Launch Event at the ESPN Sports Weekend at Disney's Hollywood Studios, FL (February/March)
- QuickStart Tennis Faculty Event at the Sony Ericsson Tournament in Key Biscayne, FL. (March)

#### **TENNIS AWARDS:**

2004: USA TENNIS FLORIDA School Volunteer of the Year Award.

2006: USTA FL CTA Volunteer of the Year Award

The recognition of the time and efforts of all associated with East Coast Tennis Foundation, Inc. since its inception in February 2005 were recognized in September with their selection as the *CTA IN THE SPOTLIGHT* in the Game, Set, News Summer Issue. Our mission is to provide opportunities for socio-economically disadvantaged populations to develop their mental, physical and social well-being through the life-time sport of tennis. With the support of USTA FL, we were able to establish the introduction and growth of tennis within the area schools as one of our main goals. This partnership now encompasses school physical education classes, after school, out of school and recreational programs for elementary, middle and high school students throughout the region. Not only are these children provided with the chance to learn the sport of tennis, but they are being provided with the time to enjoy their childhood with their peers, take advantage of the health benefits of playing, and avail themselves of education opportunities later in their lives. The perfect Win-Win!

**BACKGROUND INFORMATION**

Palm Beach County Parks and Recreation Department requires all prospective contractual employees who work in any capacity to successfully pass a criminal background check prior to beginning employment. Please complete the information below and return it with your contract.

NAME: Susan Eileen Allhouse  
FIRST MIDDLE LAST

Other names you have used in the past (including maiden names and nicknames):

Landmesser

DATE OF BIRTH: 1954 06 09  
YEAR MONTH DAY

RACE: (PLEASE CIRCLE) Black  White Asian  
Alaskan Native Unknown

SEX: (PLEASE CIRCLE) Male  Female

SOCIAL SECURITY NUMBER 170-38-3916

ADDRESS: 4790 Blossom Drive  
NUMBER STREET APT#

CITY: Delray Beach STATE: FL

ZIP CODE: 33445

ENTERED  
1/7/08

**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: Susan E. (Eileen) Allshouse  
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

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

INITIAL:

SCA

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.

Susan C. Allshouse  
Applicant's Signature

11-25-2008  
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