Agenda Item: **3E-2** 

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### **AGENDA ITEM SUMMARY**

Meeting Date: March 23, 2010 (X) Consent ( ) Regular ( ) Ordinance ( ) Public Hearing Department
Submitted By: <u>Community Services</u>
Submitted For: <u>Community Services</u>
I. EXECUTIVE BRIEF
<b>Motion and Title: Staff recommends motion to approve:</b> Agreement with the Courts of the 15 <sup>th</sup> Judicial Circuit for defendants to perform community services hours at the Palm Beach County Department of Community Services, with no expiration date.
<b>Summary:</b> This agreement will facilitate the utilization of defendants from the Courts of the 15 <sup>th</sup> Judicial Circuit to perform community services hours under the Court's Community Service Program. The participants do not displace regular employees, but work with employees under close supervision to perform community service work. The County will monitor and oversee the work performed by defendants and report the number of hours each defendant works. As a result of the agreement the County will use these defendants to provide general clerical office duties. There is no cost to the County to participate in the program. (DOSS) Countywide (TKF)
<b>Background and Justification:</b> From time to time the Courts of the 15 <sup>th</sup> Judicial Circui direct defendants to perform a certain number of hours of community services at various agencies who meet established criteria at no cost to the agencies. This agreement would allow Palm Beach County Court Community Service Program to assign individuals to a meaningful work experience within the Department of Community Services at no cost to the County.
Attachments:
Palm Beach County Court Community Service Program Agreement
Recommended By:  Department Director  3/2/10  2/1/
Approved By:  Assistant County Administrator  Date

# **II. FISCAL ANALYSIS IMPACT**

A. Five Year Summa	ry of Fiscai if	праст:			
Fiscal Years	<u>2010</u>	2011	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures Operating Costs External Revenue Program Income (County) In-Kind Match (County)					
NET FISCAL IMPACT	*	see be	1000 -		
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Currer Budget Account No.: Fu Pro	t Budget: nd [ ogram Code _	Yes _ Dept 	No Unit	<b>★</b> Obj	
B. Recommended So  ★ No Fiscal Impact  Departmental Fiscal					
	III. R	EVIEW COMI	MENTS	,	
A. OFMB Fiscal and/or Contract Administration Comments:					
B. Legal Sufficiency:  Assistant Cour	2/4/12 2/4/13		Contract,	Administration  Contract complies act review requires	3/3/10 with our
C. Other Department	Review:				
Departmen	t Director				
This summary is not to be	used as a ba	isis for payme	ent.		

## Palm Beach County Court Community Service Program Public Agency Application

(This must be the full legal name of the Age	ency as it appears on its organizing instrument)
Street Address: 810 Datura Street	Mailing Address:
West Palm Beach, FL 33401	
Telephone: ( 561 ) 355-4703	Contact Person: Michele Bruno
When Available: Mon - Fri	Title: Administrative Secretary
Statement of	en man and the second of the s
Purpose: To provide court ordered community serv	vice population with community services hours by
volunteering at the Community Services	Department.
I HEREBY CERTIFY THAT TH	E AGENCY IS (CHECK ONE):
1. The United States of America, or an agen	cy or instrumentality thereof, or the State of
Florida, or any agency or political subdivi	
the charter or other organizing instrument	tution of the United States or of the State of Florida, tof any political subdivision or instrumentality as Congress, the Florida Legislature, the legislative body ality of either; or
3. An organization described in the Section	501C (3), Internal Revenue Code of 1986 (as amended)
If the Agency enjoys 501C (3)status, please	attach a copy of the most recent favorable
determination letter issued by the Internal	Revenue Service. Upon execution of this document, the on has not been revoked and that no event has occurred
Please list a brief description of services	
needed: Filing, greeter, telephones, receptionist	, mailings; typing and other clerical tasks.
Please list the day of the week and times community s	ervice workers can best be utilized by your agency:
Manufacture II - 1	<b>Hours:</b> 8 – 5
Weekdays: Monday - Friday	Hours: 8-5
Weekends:	Hours:
Since many of our community service workers are emarranged?	ployed, could evening and / or weekend days and times b

Yes, if prearranged:\_\_

Absolutely not:

Will your agency be in need of comr	nunity service workers on a continu	nal referral basis, or primarily
for specific projects as they may aris		
Yes		
MINIMUM AGE ACCEPTED:_	18	
General Comments: The Department of Con	munity Servicds is comprised of	three divisions and several
		port for various health and human
service boards and community ini	tiatives.	
By:		
Signature		Title
Notarize Below and return to:	Palm Beach County Court	
	Community Service Program	
	205 N. Dixie Highway, Suite 2.240 West Palm Beach, Florida 3340	
	West I aim Deach, Plorida 55 to	AND LEGAL STIFFINGEN
	•	1/1/10
		COUNTY ATTOONS
STATE OF FLORIDA COUNTY OF PALM BEACH		
COUNTY OF FALM BEACH		
The foregoing instrument was ackr	nowledged before me on this the	day of 200
by	, who is personally kno	wn to me or who has produced
	as identification and	who did / did not take an oath.
(SEAL)		
	( Signature of person	taking acknowledgment )
	( Name of Officer tak	
	•	ing acunomicalinent)
	(Title or Rank)	
	( Serial number, if an	y)

THE ABOVE MUST BE NOTARIZED

### Palm Beach County Court Community Service Program Public Agency Agreement

THIS	S AGREEMENT, dated this	day of		200,
has been rea	d and understood as evidence by	the execution hereof by	an individual to so	sign on behalf of:
		, hereina	fter "AGENCY".	·
WHEREAS	s, from time to time the Courts of number of hours of comm		it direct defendants	to perform a certain
WHEREAS	s, community services is performmeet established criteria;		at various public ag	encies who
WHEREAS	s, the services are performed at	no cost to the public age	ncies.	Commence of the second of the
		WITNESSETH:	•	v -
For and in cand valuable that:	consideration of the referral of de e consideration designated below	fendants to perform serve, the receipt of which is	vices for the AGEN hereby acknowled	ICY and or other good ged, AGENCY agrees
	m o ca astratia			
1.	The Courts of the 15 <sup>th</sup> Judicial C AGENCY at no cost to AGENC	_	iants to perform co	initiumity services for
2.	AGENCY, agrees to monitor a Palm Beach County Court Com approved by the Palm Beach C hours each defendant works.	munity Service Progran	and to accurately	report, in a form
3.	AGENCY, understands and age the Courts of the 15 <sup>th</sup> Judicial C and each of their agents, employ and / or method of any defendant	ircuit, Palm Beach Cour yees, and elected official	nty and its Board or is, are not responsib	f County Commissioners
4.	The AGENCY, County, Comm the extent permitted by law, sha the negligence or willful miscon herein shall be deemed a waive Statutes Section 786.28.	all be responsible for its aduct of its agents, empl	own negligence or oyees and officials	willful misconduct or . Nothing contained
5.	The Agency, may terminate this referral prior to or during the as best interest.	s agreement upon thirty ( ssigned Community Serv	(30) days written vice if the AGENC	notice and reject any Y determines it is in its
ATTEST	· •	<b>P</b> 1	UBLIC AGENCY	
BY:		В	Y: Clill	
	APPROVED AS TO	FORM m	`S:	
	AND LEGAL SHIFTING			

COUNTY ATTORNEY