

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>40,616</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>40,616</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X

Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____

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

\$40,616 additional funding from the Crime Prevention Fund (Fund 1500)
Unexpended ARRA grant funds will be administratively carried forward.

C. Departmental Fiscal Review: *ms 10/19/10*

III. REVIEW COMMENTS

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

\$115,616 Program Cost = \$75,000 in 1152/160/2178 + \$40,616 in 1152/160/2186.

Jan Dr.

OFMB

Dr. J. Jacobson

Contract Dev. and Control
E. Jones 10/27/10

B. Legal Sufficiency:

[Signature]

Assistant County Attorney
11/4/10

This item complies with current
County policies.

C. Other Department Review:

[Signature]

Department Director

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF
COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA AND PALM
BEACH COUNTY SHERIFF'S OFFICE, WEST PALM BEACH, FLORIDA**

This Amendment is made the First day of October, 2010, to the Agreement (R2010-0794) by and between the Board of County Commissioners, Palm Beach County, Florida (herein referred to as the COUNTY) and the Palm Beach County Sheriff's Office, West Palm Beach, Florida (herein referred to as the PBSO).

WITNESSETH

WHEREAS, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the Youth Violence Prevention Project which addresses the increase in violent firearm crimes and a component of the plan includes the overtime to be utilized by the Violent Crimes Task Force; and

WHEREAS, the Palm Beach County Sheriff's Office has the lead in the Violent Crimes Task Force for Palm Beach County; and

WHEREAS, the COUNTY agreed to reimburse PBSO for the expenses of strategic operations of the Violent Crimes Task Force, up to the amount of \$75,000 from October 1, 2009 through September 30, 2010; and

WHEREAS, the Violent Crimes Task Force is now known as the Gang Task Force; and

WHEREAS, the term of said Agreement was from October 1, 2009 through September 30, 2010; and

WHEREAS, the strategic operations involved in this initiative are ongoing and there are unexpended dollars through no fault of either party; and

WHEREAS, the parties mutually desire to extend the Agreement until September 30, 2011.

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

1. The Term of Agreement is amended to provide that the Agreement shall continue until September 30, 2011;
2. The COUNTY'S representative/contract monitor during the term of this Agreement shall be Michael L. Rodriguez, or his designee, whose telephone number is (561) 355-4943.
3. The Violent Crimes Task Force is now known as the Gang Task Force for purposes of this Agreement.
4. Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the

Attachment # _____ / _____

Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

All other provisions of said Agreement are hereby confirmed, and except as provided herein are not otherwise altered or amended and remain in full force and effect.

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In accordance with Palm Beach County Code, Chapter 2, Article III, Section 2.51, this First Amendment shall not take effect until executed by the PBSO and the COUNTY.

This Agreement and First Amendment represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this.

ATTEST:

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

Sharon R. Bock, Clerk and Comptroller

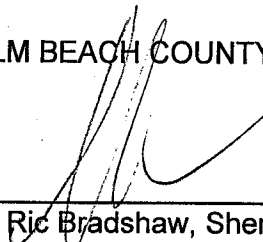
By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

WITNESS:

PALM BEACH COUNTY SHERIFF'S OFFICE

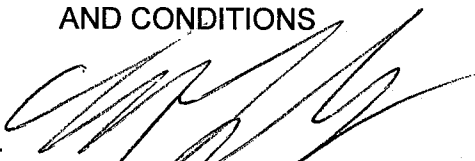


Ric Bradshaw, Sheriff

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney


By: _____
Michael L. Rodriguez, Executive Director
Criminal Justice Commission

**INTERLOCAL AGREEMENT BETWEEN THE BOARD OF
COUNTY COMMISSIONERS, PALM BEACH COUNTY,
FLORIDA AND PALM BEACH COUNTY SHERIFF'S OFFICE, WEST PALM
BEACH, FLORIDA**

THIS INTERLOCAL AGREEMENT is entered into this First day of October, 2010 by and between the Board of County Commissioners, Palm Beach County, Florida (herein referred to as the COUNTY) and the Palm Beach County Sheriff's Office, West Palm Beach, Florida (herein referred to as the PBSO) each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01 Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes public agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the Youth Violence Prevention Project which addresses the increase in violent firearm crimes; and

WHEREAS, the purpose of the Youth Violence Prevention Project is to implement a comprehensive strategy that includes the four components of the criminal justice system to prevent and combat gun related youth violence in Palm Beach County; and

WHEREAS, four subcommittees - crime prevention, law enforcement, courts and corrections, developed the comprehensive plan for countywide strategies and programs; and

WHEREAS, the Law Enforcement Planning Council representing the Law Enforcement component has approved a plan that includes the overtime to be utilized by the Violent Crimes Task Force; and

WHEREAS, the Violent Crimes Task Force is now known as the Gang Task Force; and

WHEREAS, the Palm Beach County Sheriff's Office has the lead in the Gang Task Force for Palm Beach County; and

WHEREAS, the grant will be used to pay for overtime for members of the Gang Task Force conducting strategic operations and the parties desire to enter into this Agreement in order to formalize their relationship with respect to this grant; and

WHEREAS, the COUNTY will reimburse PBSO for the expenses outlined in the Gang Task Force strategic operations, up to the amount of \$40,616 from October 1, 2010 through September 30, 2011.

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

SECTION 1. PURPOSE and PAYMENT

- A. The PBSO agrees to allocate overtime for the Gang Task Force strategic operations, including participating agencies, in an amount not to exceed Forty Thousand Six Hundred Sixteen Dollars (\$40,616). This is a reimbursable grant and funds will be provided once claims are submitted and approved.
- B. The PBSO shall bill the COUNTY on a monthly basis within 20 days of the end of each month for the expenses of overtime for the Gang Task Force strategic operations. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of payroll register, paid receipts, copies of check, invoices and/or other documentation acceptable to the Palm Beach County Clerk of the Courts, Finance Division. Invoices to the County shall include a reference to this Agreement, identify the project and identify the amount due and payable to the PBSO. Invoices received from the PBSO will be reviewed and approved by the COUNTY'S CJC Executive Director or designee, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Clerk of the Courts, Finance Division.

SECTION 2. REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Becky Walker, whose telephone number is (561) 355-1739.

PBSO'S representative/contract monitor during the term of this Agreement shall be Janet Cid whose telephone number is (561) 688-3257.

SECTION 3. EFFECTIVE DATE/TERMINATION

This Agreement shall take effect on October 1, 2010 and shall continue in full force and effect up to and including September 30, 2011 unless otherwise terminated as provided herein.

SECTION 4. RESPONSIBILITIES AND DUTIES

PBSO agrees to: provide services and sustain said services in accordance with this Interlocal Agreement.

SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT

PBSO shall submit monthly programmatic reports and monthly financial invoices to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to PBSO, as well as confirmation of the PBSO's

expenditures for the Project. Upon receipt and approval of PBSO's monthly programmatic and fiscal invoices, the COUNTY will reimburse PBSO the not-to-exceed amount in accordance with the budget. Invoices shall be itemized in sufficient detail for prepayment audit thereof. PBSO shall supply any further documentation deemed necessary by the COUNTY, including detailed data for the purposes of evaluation. Invoices received from PBSO will be reviewed and approved by the staff of the COUNTY'S CJC, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

SECTION 6. ACCESS AND AUDITS

PBSO shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five fiscal years after completion. The COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

SECTION 7. BREACH/OPPORTUNITY TO CURE

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

SECTION 8. TERMINATION

This Agreement may be terminated without cause by either party to this Agreement upon thirty (30) days written notice to the other party. Notwithstanding, if the COUNTY terminates this Agreement pursuant to this provision and PBSO has purchased, or has ordered and is obligated to pay for, the overtime specific to strategic operations for the Gang Task Force, the COUNTY shall reimburse PBSO for such overtime pursuant to Section 1(B) of this Agreement.

SECTION 9. ATTORNEY'S FEES

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties; however, this clause pertains only to the parties to this Agreement.

SECTION 10. NOTICE AND CONTACT

All notices required in this Agreement shall be in writing, delivered either by hand or first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below:

For the COUNTY: Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401
Attention: Michael L. Rodriguez

with a copy to:

County Attorney's Office
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401
Attention: Gentry Denise Benjamin

If sent to the PBSO, notices shall be mailed to:

Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406
Attention: Ric Bradshaw

with a copy to:

George Forman, COO
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

SECTION 11. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and PBSO.

SECTION 12. FILING

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

SECTION 13. LIABILITY

- A. The COUNTY, as a political subdivision of the State, agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortious acts which result in claims or suits against the PBSO and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the COUNTY to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- B. The PBSO agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortious acts which result in claims or suits against the COUNTY and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the PBSO to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- C. Nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 14. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 15. EQUAL OPPORTUNITY PROVISION

The COUNTY and PBSO agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 16. INSURANCE

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., PBSO acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event PBSO maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., PBSO shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

PBSO agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, PBSO shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve PBSO of its liability and obligations under this Interlocal Agreement.

SECTION 17.

In the event PBSO utilizes subcontractors to provide services pursuant to this agreement, such subcontractors shall be subject to the conditions of this agreement. The County reserves the right to accept or to reject the selection of a subcontractor and to inspect the facilities of any subcontractor to determine the capability of the subcontractor to perform properly under this contract.

SECTION 18. NOTICES

PBSO, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Youth

Violence Prevention Project and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

SECTION 19. CRIMINAL HISTORY RECORDS CHECK

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

SECTION 20. REGULATIONS; LICENSING REQUIREMENTS

The PBSO shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. PBSO is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

SECTION 21. PROGRAMMATIC REQUIREMENTS

PBSO agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal, Agreement, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.

- D. To allow COUNTY through the CRIMINAL JUSTICE COMMISSION to both fiscally and programmatically monitor PBSO to assure that its fiscal and programmatic goals and conduct are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The CRIMINAL JUSTICE COMMISSION staff will utilize and review other funding agencies' licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. PBSO shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the CRIMINAL JUSTICE COMMISSION shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. To support programmatic monitoring and evaluation, the UNIVERSITY will complete and submit a "logic model form" that will identify PBSO'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the CRIMINAL JUSTICE COMMISSION. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the contract is in force. Training will be provided by the COUNTY and/or CRIMINAL JUSTICE COMMISSION to help PBSO complete the "logic model form".
- F. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- G. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects PBSO'S progress in attaining its goals. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All data will be submitted via the Criminal Justice Commission staff in MS Word or MS Excel format.

SECTION 22. CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

SECTION 23. AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

SECTION 24. MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by PBSO of the COUNTY'S notification of a contemplated change, PBSO shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect PBSO's ability to meet the completion dates or schedules of this Agreement.

SECTION 25. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision herein shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 26. ENTIRETY OF AGREEMENT

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the Sheriff has executed this Agreement on behalf of the PBSO on the day and year first above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Chair

WITNESS:

Signature

Name (type or print)

PALM BEACH COUNTY
SHERIFF'S OFFICE:

By: _____
Ric Bradshaw, Sheriff

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Michael L. Rodriguez
Executive Director

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1

BGEX 767-101910*181

FUND 1500 - Crime Prevention Fund

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 10/18/10	REMAINING BALANCE
EXPENDITURES								
820-7607-9020	Transfer to PBSO Grants Fund 1152	0	0	40,616		40,616	0	40,616
820-9901-9902	Operating Reserves	43,604	43,604		40,616	2,988	0	2,988
TOTAL EXPENDITURES				40,616	40,616			

Criminal Justice Commission

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of 11/16/10

Deputy Clerk to the
Board of County Commissioners

Attachment #

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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

FUND 1152 - Sheriff's Grants Fund

BGEX 767-101910*182
BGRV 767-101910*19

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
<u>Violent Crimes Task Force - Strategic Operations</u>								
160-2186-8094	Tr fr Fund 1500	0	0	40,616		40,616		
<u>TOTAL REVENUES</u>		0	\$0	\$40,616	\$0	\$40,616		
Expenditures								
<u>Violent Crimes Task Force - Strategic Operations</u>								
160-2186-9498	Transfer to Sheriff's Grant Fund	0	0	40,616		40,616		
<u>TOTAL EXPENDITURES</u>		0	\$0	\$40,616	\$0	\$40,616		

Signatures

Date

By Board of County Commissioners
At Meeting of November 16, 2010

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

QFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners

Attachment #