

**PALM BEACH COUNTY**

# BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM SUMMARY

**Meeting Date: October 1, 2013**

☒ Consent  
☐ Ordinance

☐ Regular  
☐ Public Hearing

**Department:**

**Submitted By:** County Library/Administration

Submitted For: County Library/Administration

## I. EXECUTIVE BRIEF

**Motion & Title:** Staff recommends motion to receive and file: a Cooperative Agreement with Literacy \*AmeriCorps through the Literacy Coalition of Palm Beach County.

**Summary:** On June 18, 2013, the Board approved a site application (R2013-0772) for the County Library's participation in the Literacy\*AmeriCorps PBC Program for the period of August 12, 2013 through July 31, 2014, and authorized the County Administrator to execute the agreement. This agreement will provide the County Library with one (1) full-time Literacy\*AmeriCorps member. This member will offer conversational English programs and oversee the literacy learning computer lab. The Library will pay a service fee of \$5,700 to the Literacy Coalition of Palm Beach County and business-related mileage to the member up to \$2,800. AmeriCorps, with supplemental funds from the Coalition, will cover all other expenses including Workers' Compensation, liability, and health care coverage. Countywide (AH)

**Background and Justification:** The Literacy Coalition of Palm Beach County has been selected to serve as the local lead agency for Literacy\*AmeriCorps, a federally funded program. Literacy\*AmeriCorps is a program funded by the Corporation for National Service in partnership with literacy providers. The Library has operated its Adult Literacy Tutoring Program since 1985 and has helped over 3,725 functionally illiterate adults improve their reading skills. The library works closely with the Literacy Coalition of Palm Beach County and has a history of partnering with agencies, such as VISTA, to improve and expand literacy tutoring services in PBC. This year, with the approval of this Site Agreement, 150 *English Exchange* programs will be offered continuing outreach efforts to English language learners in our community.

**Attachments:**

- ## 1. Cooperative Agreement (2)

**Recommended By:**

**Department Director**

9/12/13  
Date

**Approved By:**

**Assistant County Administrator**

**Date**

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>\$8500</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</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>\$8500</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budget?			Yes <u>X</u>	No	
Budget Account No.:	Fund <u>1180</u>	Dept <u>320</u>	Unit <u>3200</u>	Object <u>3401 = \$5700</u>	<u>and 4007 = \$2800</u>
		Program			

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

Source: Ad Valorem Tax \$8,500

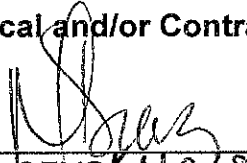
Impact: Minimal fiscal impact

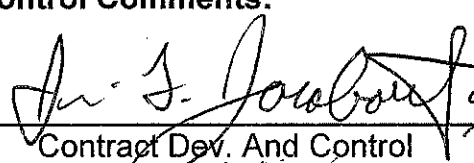
### C. Departmental Fiscal Review:

  
(Director, Library Finance and Facilities)

## III. REVIEW COMMENTS:

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

 9/18/2013  
OFMB 9/18 cc 9/18

 9/20/13  
Contract Dev. And Control 9-20-13 B. W. H. C.

### B. Legal Sufficiency:

 9/24/13  
Assistant County Attorney

### C. Other Department Review:

N/A  
Department Director

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

**Literacy AmeriCorps Palm Beach County  
Cooperative Agreement**

**I. Purpose**

This agreement is entered on August 12, 2013 and ending on July 31, 2014, between Literacy AmeriCorps Palm Beach County hereinafter referred to as "**Program**" and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as "**Site**".

The Palm Beach County Literacy Coalition is sponsoring this program which is funded by Volunteer Florida through an AmeriCorps grant from the Corporation for National and Community Service. As a Site, you recognize the role of literacy programs in solving many social problems in Palm Beach County and have made a commitment to having your assigned Member(s) engaged in these types of activities.

**II. Program Responsibilities**

A. In accordance with the terms of the Literacy AmeriCorps Handbook, the Program hereby agrees to provide the following:

1. Health insurance to qualified members
2. Facilitation of the process of obtaining a child care allowance from the appropriate governmental agency in accordance with the provisions set forth in the Literacy AmeriCorps Handbook.
3. Properly completed paperwork to enroll, accurately track service hours as well as any other required information, and exit members from the AmeriCorps program in accordance with the provisions of the Literacy AmeriCorps Handbook. Members who qualify under the terms of the Literacy AmeriCorps Handbook will receive an education award of \$5,550 from the National Service Trust.
4. A living allowance in the amount of \$1100.00 per month of service to each full-time member.
5. Member development training and activities ranging from but not limited to, Tutor Training, CPR, First Aid, Disability Awareness, Literacy, Community Service and Communication Skills.
6. Site Supervisor orientation, a Literacy AmeriCorps Handbook, reporting schedule, reporting requirements, reporting and evaluation forms, member agreement, and service log.
7. Recruitment, interviewing, and placement efforts for members in collaboration with the Site.
8. Mediation between members and site supervisors upon request.
9. Timely and appropriate communications from the Program.

B. The Program is responsible for all decisions regarding disciplinary matters, including those involving criminal activity, which may ultimately result in the member's release from service. The Program will manage all grievance processes in accordance with the terms and conditions of the Literacy AmeriCorps Handbook. The Program will communicate in a timely manner any changes in status of members to the Site.

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Literacy AmeriCorps Palm Beach County

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### III. Service Site Responsibilities

- A. The Site has indicated a willingness and ability to participate in the Literacy AmeriCorps Palm Beach County program and agrees to pay \$5,700.00 per full time member or \$2,850.00 per part time member in 3 installments on September 1, 2013; January 1, 2014 and May 1, 2014.
- B. The Site agrees to provide the member with site specific training and orientation needed to fulfill their duties at the Site and to provide resources needed to fulfill these duties.
- C. The Site agrees to provide adequate supervisory support to assist the member in fulfilling their service activities and member development plans.
- D. The Site agrees to communicate and document member performance, member attendance, and other member activities to the Program in a timely and professional manner.
- E. The Site agrees to review, sign, and date the member's service logs to ensure correct calculations and service activities.
- F. The Site agrees to support the Program by ensuring that its members attend all mandatory Program trainings, service projects, meetings and events which may be up to 20% or 340 hours of their 1700 required hours of service or the members will have acceptable verification for absences.
- G. The Site agrees to complete a mid-year and an end-of-year performance evaluation on each member assigned to it. The performance evaluation will be signed by the member.
- H. The Site agrees to participate in at least one site visit per quarter made by the Program. The designated site supervisor agrees to be present at the site visit.
- I. The Site agrees to notify the Program of any discipline matters, emergency, criminal activity, or other event requiring Program action/response. The Site further agrees to manage all grievance processes in accordance with the terms and conditions of the Literacy AmeriCorps Handbook.
- J. The Site agrees to meet the assessment requirements listed in the Literacy AmeriCorps performance measures and assist the member in completing reports based on these measures for the Program.
- K. The Site agrees to support the member in exercising his/her civic duties of voting and jury duty. See Literacy AmeriCorps Handbook for more details.
- L. The Site agrees not to offer the member a paid position for employment with the Site until after the member has fulfilled his/her term of service with the Program.

### IV. Failure to Meet Responsibilities

The Site further agrees to act in conformance with, and abide by, all current and future rules, provisions, and procedures established by the Program. **These rules are included in the Literacy AmeriCorps Handbook and in the attached addendum.**

- A. Failure to comply with these requirements may be a basis for the Site losing a member and forfeiting their contributed portion of the match.
- B. The Site may request termination from the program with a minimum of 30 days notice by submitting in writing the circumstances of their desire to terminate from the

Program. A Site who terminates from the Program may jeopardize their ability to participate in the Program in the future and forfeits their contributed portion of the match.

- C. The Program will establish and implement a grievance procedure for Sites to resolve disputes and disagreements about the conduct of the Program. The details of this grievance procedure are set forth in the Literacy AmeriCorps Handbook.

#### V. Agreement Statement

The Site acknowledges by his/her signature at the bottom of this document that he/she has read and/or has been adequately informed of the requirements and primary responsibilities of all parties to the agreement, as well as the major provisions of this agreement. The Site further understands that his/her signature constitutes an agreement and commitment to comply with all Program requirements.

John J. Callahan III  
Library Director

  
Approved as to terms and conditions  
Site Supervisor's Signature

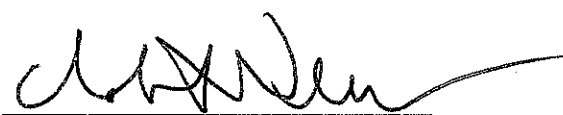
Date: \_\_\_\_\_

Audrey McDonough, Director  
Program Official's Name & Title

  
Program Official's Signature

Date: August 12, 2013

**PALM BEACH COUNTY, Florida, a  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS**

By:   
Robert Weisman, County Administrator

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
Assistant County Attorney

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_

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Literacy AmeriCorps Palm Beach County

August 2013

## Cooperative Agreement

### Addendum

#### AmeriCorps Prohibited Activities

At no time during the performance of program activities at the regular service site or anywhere else, may the member engage in any activity that is illegal under local, state, or federal law, poses a significant safety risk to others, or is considered an AmeriCorps prohibited activity. AmeriCorps prohibited activities include:

1. attempting to influence legislation;
2. conduction voter registration drives;
3. assisting, promoting, or deterring union organizing;
4. impairing existing contracts for services or collective bargaining agreements;
5. participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
6. providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, a religious organization, or a non-profit that engages in lobbying;
7. engaging in religious instruction;
8. conducting worship services;
9. providing instruction as a part of a program that includes mandatory religious instruction or worship;
10. constructing or operating facilities devoted to religious instruction or worship;
11. maintaining facilities primarily or inherently devoted to religious instruction or worship; and
12. engaging in any form of promoting a religion or converting people to a religion.
13. providing abortion services or referrals
14. *AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.*

**AmeriCorps members, like any other private citizens, may participate in lobbying, political, or advocacy activities on their own time, at their own expense, and at their own initiative.**

**Members may not wear AmeriCorps service gear in such instances.**

.....  
I have read and understand the policy regarding AmeriCorps Prohibited Activities and will enforce this policy during member(s) hours of service.

Name of Organization

Palm Beach County Board of County Commissioners  
for Palm Beach county Library System

Signature of Authorized Representative

  
Robert Weisman, County Administrator

Date 8/19/13

Approved as to terms and Conditions

Approved as to Form and Legal Sufficiency

  
John J. Callahan, III

  
Assistant County Attorney

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Literacy AmeriCorps Palm Beach County

August 2013