

**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY**

Meeting Date: September 13, 2016     Consent                     Regular  
    Ordinance                     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 Palm Beach County through the Literacy Coalition of Palm Beach County.

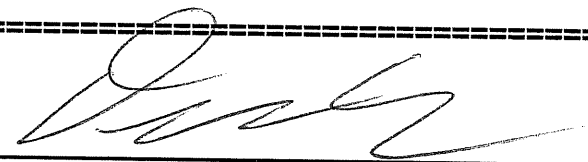
**Summary:** On June 21, 2016, the Board approved a site application (R2016-0801) for the County Library's participation in the Literacy AmeriCorps PBC Program for the period of August 15, 2016 through July 14, 2017, and authorized the County Administrator to execute the Agreement. This Agreement will provide the County Library with one (1) full-time Literacy AmeriCorps member. This member will offer conversational English classes and outreach activities marketing the program. The Library will pay a service fee of \$6,000 to the Literacy Coalition of Palm Beach County and business-related mileage to the member up to \$3,500. Literacy AmeriCorps PBC, with supplemental funds from the Coalition, will cover all other expenses including Workers' Compensation, liability, and health care coverage. Countywide (AH)

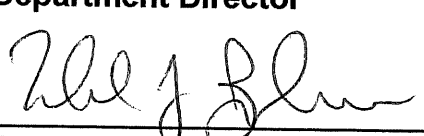
**Background and Justification:** The Literacy Coalition of Palm Beach County has been selected to serve as the local lead agency for Literacy AmeriCorps PBC. Literacy AmeriCorps PBC is a program funded by Volunteer Florida, The Governor's Commission on Volunteerism and Community Service in partnership with literacy providers. The Library has operated its Adult Literacy Tutoring Program since 1985 and has helped over 4,150 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* classes will be offered continuing outreach efforts to English language learners in our community.

**Attachments:**

1. Cooperative Agreement (2)

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Recommended By:  \_\_\_\_\_      8-24-16  
   Department Director                    Date

Approved By:  \_\_\_\_\_      9/6/16  
   Assistant County Administrator                    Date

**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>\$2,000</u>	<u>7,500</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>	<b><u>\$2,000</u></b>	<b><u>7,500</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current and Proposed Budget?			Yes <u>X</u>	No	
Budget Account No.:	Fund <u>1180</u>	Dept <u>320</u>	Unit <u>3200</u>	Object <u>3401 = \$6000</u> <u>and 4007 = \$3500</u>	

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

Source: Ad Valorem Tax

Impact: Minimal fiscal impact

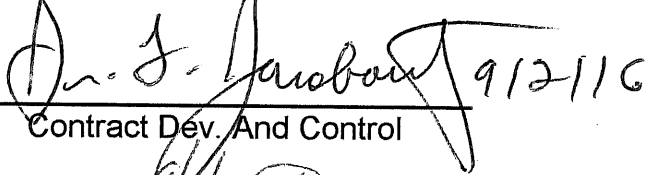

**C. Departmental Fiscal Review:**

  
\_\_\_\_\_  
(Director, Library Finance and Facilities)

**III. REVIEW COMMENTS:**

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

  
\_\_\_\_\_  
OFMB ET 8/24 8/25

  
\_\_\_\_\_  
Contract Dev. And Control  


**B. Legal Sufficiency:**

  
\_\_\_\_\_  
Assistant County Attorney

**C. Other Department Review:**

N/A  
\_\_\_\_\_  
Department Director

**Literacy AmeriCorps Palm Beach County  
Cooperative Agreement**



**I. Purpose**

This agreement is entered on August 15, 2016 and ending on July 14, 2017, 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**”.

<u>Palm Beach County Library Adult Literacy Project</u>	<u>Site Name</u>
<u>14350 Hagen Ranch Road</u>	<u>Site Address</u>
<u>Delray Beach, Florida, 33446</u>	<u>Site Address</u>

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 \$5,775 from the National Service Trust.
4. A living allowance in the amount of \$522.08 per pay period 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.
10. 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.

### **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 \$6,000.00 per full time member or \$3,000.00 per part time member in 3 installments on September 1, 2016, January 1, 2017 and May 1, 2017.
- 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 will provide a written plan to the AmeriCorps Program Director verifying the process for how AmeriCorps member time and attendance will be tracked at sub-sites (e.g. schools and libraries). The written site plan must include the name and contact information of the sub-site staff member responsible for supervising AmeriCorps members. The AmeriCorps Program Director and lead site supervisor are responsible for orienting the sub-site staff member to the AmeriCorps program including the prohibited activities and programmatic goals.**
- G. 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.

- H. 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.
- I. The Site agrees to participate in at least one site visit made by the Program. The designated site supervisor agrees to be present at the site visit. The AmeriCorps Director and Manager will visit each site a minimum of 4 times per year.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. The Site agrees to identify the AmeriCorps member(s) as a Literacy Coalition of Palm Beach County member in all public venues such as web site, newsletter (in print and online), press releases, TV & radio and all other communications and use the logos for AmeriCorps and Volunteer Florida, and agrees to display “AmeriCorps serves here” signage.**

#### **IV. Failure to Meet Responsibilities**

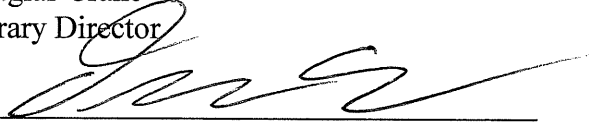
The Site further agrees to act in conformance with, and abide by, all current and future rules, provisions, and procedures established by the Program. **These rules are included in the Literacy AmeriCorps Handbook and in the attached addendum.**

- 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, including the provided Non-Duplication, Non-Displacement and Non-Discrimination Addendum, 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.

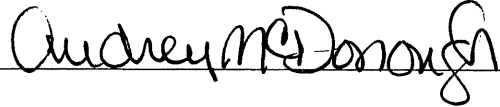
Douglas Crane  
Library Director



Approved as to Terms and Conditions  
Site Supervisor's Signature

Date: 8/10/16

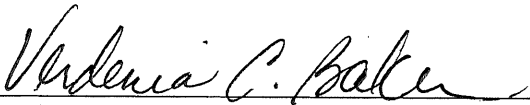
Audrey McDonough, Director  
Program Official's Name & Title



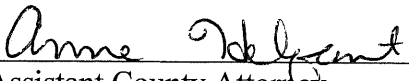
Program Official's Signature

Date: 8/10/16

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

By:   
Verdenia C. Baker, County Administrator

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

**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 member(s) cannot perform clerical duties except if incidental to their direct service activities, fill in for absent employees, displace employees, or handle money.
15. AmeriCorps members may not participate in organized fund raising for an organization or community-based organizations that do not provide immediate and direct support of the approved objectives of the grant. Services activities that raise funds or in-kind contribution while generating, involving and/or encouraging community support may be appropriate and allowable to the extent they are in direct and immediate support of an approved objective of the Program and provided that they are not the Program's primary activity.
16. AmeriCorps members may not participate in grant proposal writing to help generate match funds or support the organization's general operating expenses. Allowable member fundraising may not exceed 10% of the individual's service time and must be pre-approved by the Program Director.

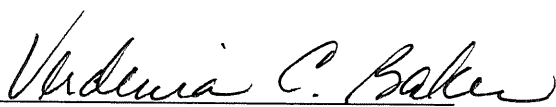
*AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.*

**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.**


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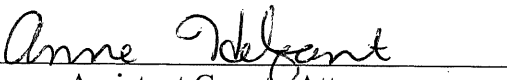
I have read and understand the policy regarding AmeriCorps Prohibited Activities and will enforce this policy during member(s) hours of service.

Name of Organization (Site) Palm Beach County Board of County Commissioners  
for the Palm Beach County Library System

Signature of Authorized Representative   
Verdenia C. Baker, County Administrator

Date: 8/12/16

Approved as to Terms and Conditions  
  
Douglas Crane, Library Director

Approved as to Form and Legal Sufficiency  
  
Assistant County Attorney

Date: 8/10/16

Date: 8/11/16



**Non-duplication and Nondisplacement: 45 CFR §§ 2540.100(e)-(f)**

**§ 2540.100 What restrictions govern the use of Corporation assistance?**

(e) *Nonduplication.* Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(f) *Nondisplacement.* (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.

(2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.

(3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

(4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

(5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—

(i) Will supplant the hiring of employed workers; or

(ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

(6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—

(i) Presently employed worker;

(ii) Employee who recently resigned or was discharged;

(iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;

(iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or

(v) Employee who is on strike or who is being locked out.

**Fundraising by members: 45 CFR §§ 2520.40-.45**

**§ 2520.40 Under what circumstances may AmeriCorps members in my program raise resources?**

(a) AmeriCorps members may raise resources directly in support of your program's service activities.

(b) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

(1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;

(2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;

(3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;

(4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;

(5) Seeking donations from alumni of the program for specific service projects being performed by current members.

(c) AmeriCorps members may not:

(1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;

(2) Write a grant application to the Corporation or to any other Federal agency.

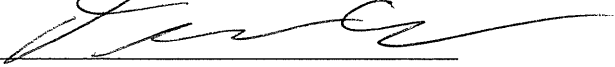
**§ 2520.45 How much time may an AmeriCorps member spend fundraising?**

An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in § 2520.40.

**Authorization:**

The Member and Program hereby acknowledges by their signature that they have read, understand, and agree to all terms and conditions of this agreement.


Approved as to Terms and Conditions  
Site Supervisor's Signature



Douglas Crane, Library Director

Date: 8/10/16

Program Official's Signature



Audrey McDonough, Director

Date: 8/10/16

Approved as to Form and Legal Sufficiency

  
Assistant County Attorney