

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County Probation Division Community Service Supervising Agency Agreement

DEPARTMENT: Community Services **DIVISION:** Probation

AUTHORIZED BY: *[Signature]* **CONTACT:** Phillip C. Stalvey **EXT.** 3100
Phillip C. Stalvey, Director

Agenda Date	<u>7/22/03</u>	Regular	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Work Session	<input type="checkbox"/>	Briefing	<input type="checkbox"/>
		Public Hearing – 1:30	<input type="checkbox"/>	Public Hearing – 7:00	<input type="checkbox"/>				

MOTION/RECOMMENDATION:

Approve the attached Community Service Supervising Agency Agreement and delegate authority to the Department Director to execute all future Supervising Agency Agreements when such agreements have been prepared on the standard County form and reviewed by appropriate staff, including legal review by the County Attorney's office.

BACKGROUND:

Various cities and non-profit organizations have participated previously in the Seminole County Community Service program sponsored by the Department of Community Services Probation Division. The community service program assigns offenders fulfilling court-ordered probation requirements to perform labor at various community service work sites. Recently, the City of Sanford requested that the County assign offenders to Sanford work sites with Sanford as the contracted supervising agency.

Changes were adopted to the Community Service Supervising Agency Agreement as a result of concerns from several entities and County staff about financial liability for any medical injuries to the probationer occurring at the assigned sites. Thus, the Supervising Agency Agreement was comprehensively reviewed and modified by the County staff, including County Attorney's Office.

Reviewed by:	<u><i>[Signature]</i></u>
Co Atty:	<u><i>[Signature]</i></u>
DFS:	_____
Other:	_____
DCM:	<u><i>[Signature]</i></u>
CM:	<u><i>[Signature]</i></u>
File No.	<u>CCS01</u>

7-8 '03

**SEMINOLE COUNTY PROBATION DIVISION
COMMUNITY SERVICE
SUPERVISING AGENCY AGREEMENT**

(1) In consideration of the benefits derived from participation in the Seminole County Probation Division Community Service Program

_____, whose address is _____, hereinafter

referred to as "Supervising Agency" agrees as follows:

(a) To provide work for each Community Service worker participant, hereinafter referred to as "participant," and provide necessary working materials and equipment.

(b) To accurately report the number of hours worked and neither credit hours for work not performed nor accept money or materials in exchange for hours.

(c) To not alter scheduled number of hours on work schedules, except to change dates and times to be worked when convenient to the agency, or upon request of the participant.

(d) That a participant who is a member, volunteer, employee or affiliated with the agency in any capacity is not eligible to perform his/her assigned community service work at that agency.

(e) To provide a safe working environment and not permit participants to use mechanical equipment including, but not limited to, tractor forklifts, riding mowers or other powered equipment, or work site telephones or radios.

(f) That participants not be asked or required to perform any duties that an employee of the Supervising Agency is not required to perform. To comply with applicable Federal, State and local

statutes, ordinances, rules and regulations pertaining to, or regulating the participants' work in the program.

(g) To provide supervision of work of participants.

(h) To notify Seminole County Probation Division at (407) _____ of (1) a participant who is absent or tardy in reporting to his/her work site; and (2) a participant who violates any rules and regulations as stated in the individual work agreement.

(i) To provide written verification of completed work on forms provided by the Seminole County Probation Division.

(j) To notify the Community Service Officer or Probation Officer immediately of any accident or injuries to a participant.

2. Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof. The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of Seminole County and the Supervising Agency beyond the waiver provided for in Section 768.28, Florida Statutes. The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

3. The Seminole County Probation Division as part of the Community Service Program shall provide the following to the Supervising Agency:

(a) Participants whenever possible to the Supervising Agency.

(b) Intake and counseling to all participants in the program to ensure that agency participants are placed in a position with a Supervising Agency that best meets the participant's experience and ability.

(c) Contact the Supervising Agency before placement and notification of any changes in participant's responsibilities.

(d) Promptly and effectively resolve any problems that may occur while participant is in the program.

(e) Provide report forms necessary for the Supervising Agency to submit the required reports to the Seminole County Probation Division.

WITNESSES:

SUPERVISING AGENCY

Signature

By: _____

Print Name

Date: _____

Signature

Address: _____

Print Name

SEMINOLE COUNTY
DEPARTMENT OF COMMUNITY SERVICE

By: _____

Director

Date: _____