

**City of Derby**  
**COMMUNITY SERVICE PROGRAM**  
**May 2009**

The purpose of the Community Service Program is to provide an alternative payment method to defendants who may have a difficult time paying for a financial sentence imposed by the municipal court.

Participants will be credited at the rate of \$6.00 per hour for work performed. Credit will only be applied to court fines. Court costs are mandated by the state and must be paid to them in monetary fashion; therefore, applicants must pay court costs monetarily.

This program will be utilized at the discretion of the Municipal Judge and will be administered by the Court Administrator. Court Clerks will assign a work assignment at court time as directed by the Judge. The program will consist of work options for participants within the organization of the City of Derby.

Participants may be assigned to the City of Derby Public Works Department or Police Department as work is available. The judge may assign participants to work at other outside, non-profit agencies, if available.

Each participant will be required to read and sign the **TERMS AND CONDITIONS OF THE COMMUNITY SERVICE PROGRAM CONTRACT**, as well as keep an accurate time log (provided by the Court Clerk) to submit upon completion. The participant will also be required to sign a waiver of liability and a safety training form provided by the appropriate supervisor.

When an applicant is approved for community service he or she has 72 hours to contact the assigned supervisor to schedule the work assignment.

#### OPERATIONAL PROCEDURE

1. The Judge imposes a financial sentence.
2. The defendant notifies the court that he or she is not able to fulfill the financial sentence.
3. The Judge authorizes the fine to be paid at \$6.00 per hour through the community service program.
4. The Judge sets a completion date.
5. The Judge sets a court date to review progress.
6. The Judge sets a payment plan for the court cost portion of the sentence.

The Clerk will give the defendant three forms:

1. Terms and Conditions of the Community Service Program Contract,
2. Waiver/Release of Liability Form, and

### 3. Completion of Work Assignment form

The Terms and Conditions of the Community Service Program and the Waiver/Release of Liability MUST be completed and returned to the Court Clerk prior to the participant engaging in any work activity.

The completion of work assignment form must be maintained by the participant and the appropriate supervisor. Upon completion, the participant will return the work assignment form to the Court Clerk.

The Court Clerk will give the participant one of the two city supervisors to set up the community service. These supervisors are:

Public Works: Darrell Zimmerman  
Police Department: Sgt. Larry Alumbaugh

The participant has 72 hours to contact the supervisor and set up a time to begin work. The supervisor will determine a placement for work duty and inform the Court Clerk by email of such placement.

The person supervising the participant will be required to review safety issues and training with the participant and have the participant sign a **SAFETY TRAINING FORM** provided to the supervisor by the Court Clerk.

If the Court Clerk has not heard from the supervisor, the Court Clerk will contact the supervisor to assure the participant did/did not report for placement. If a participant fails to make contact, he will be disqualified from performing future community service. An exception can be made for extenuating circumstances at the discretion of the Judge.

The participant is required to maintain his or her completion of work assignment form and obtain the appropriate signatures and information for the form. The participant MUST produce the completion of work assignment form that has been initialed to receive credit for the time worked. The work assignment form will be turned in to the Court Clerk at the court appearance set by the Judge during the original disposition.

If the information is accepted by the judge and he/she credits the account, the Court Clerk will “zero” the amount owed for fines in the appropriate docket. The Court Clerk will also ensure the defendant has paid all applicable court costs. If all obligations are met, the case will be closed. If not, the Judge will determine further action on the case.

When a case is closed, the Clerk will retain a laserfiche record of all community service forms relating to a specific case.

IN THE MUNICIPAL COURT OF DERBY, KANSAS

City of Derby, Kansas

v.

Case No. \_\_\_\_\_

**TERMS AND CONDITIONS  
OF THE COMMUNITY SERVICE PROGRAM CONTRACT**

In consideration of being permitted to participate in the Community Service Program, I represent that I have read, understand, and agree to the following:

1. I will perform my community service work as outlined by the court.
2. I understand that I must contact the city department that I will be performing work for within 72 hours after receiving my assignment. I understand that failure to contact the city department may result in termination from the Community Service Program.
3. I understand that I must report to work as scheduled. I understand that if I cannot report as scheduled to the assigned city department, I am to contact both the city department and the Municipal Court Clerk. I am to continue calling until I reach both parties. Failure to report to work or call the city department with an explanation of absence will result in my automatic termination from the Community Service Program.
4. I understand that I am not to report to work when:
  - under the influence of non-prescription drugs and/or alcohol
  - under the influence of any drug that impairs my ability to perform assigned tasks safely, or
  - under the influence of prescription drugs, unless I have used them in strict compliance with the prescription.
5. I agree to submit to any test of blood, breath, urine, or saliva upon request when my supervisor has reason to believe I may be under the influence of drugs or alcohol.
6. To ensure that my hours are accurately recorded, I will check in and out with my supervisor each day.
7. If for any reason my supervisor does not feel I am completing the assigned tasks appropriately, am displaying a negative attitude, or that I am not dependable, he or she may choose to not allow me to perform anymore work within his or her department.

8. I understand that I am responsible for my own actions and safety. If I consider the work to be too hazardous or in any way injurious to my health, I will not engage in the work and I will either seek another assignment or speak to the Judge or the Court Clerk about the situation.

9. I understand that my refusal or inability to perform work tasks assigned, excluding those tasks that may cause injury to myself or others, will result in my termination from the Community Service Program.

10. I understand that I am not entitled to and will receive no salary, fringe benefits or other form of compensation for the work performed. My account with the Municipal Court will be credited at \$6.00 per hour for the work performed.

11. I understand that by participating in the program that I do not become an employee of the City of Derby for any purpose. I will not represent myself to be an employee of the City of Derby for any purpose.

12. If I fail to satisfactorily complete the Community Service Program, the original fine amount is due and payable in accordance with the original terms of the sentencing order.

13. If I satisfactorily complete the Community Service Program, my fine will be suspended and I will not be required to pay the fine.

14. I understand that I will be responsible for paying all court costs.

15. Special Conditions:

\_\_\_\_\_  
Defendant/Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent of Legal Guardian if Defendant/Participant is under the age of 18

Referral: \_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Supervisor Name

**DERBY MUNICIPAL COURT COMMUNITY SERVICE PROGRAM**

**WAIVER/RELEASE of LIABILITY FORM<sup>†</sup>**

**I the undersigned,** \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, for myself and my heirs, devisees, successors and assigns, **do hereby waive and release**, fully and forever, any and **all claims or rights of action I have or may hereafter acquire against the City of Derby, Kansas**, and each and every one of its officers, employees, and agents, **arising out of my participation in the Derby Municipal Court Community Service Program (“Program”)**. **I further covenant** that neither I nor anyone claiming by or through me or on my behalf will institute any legal action, judicial or administrative, to recover for any injury or loss I may suffer as a result of my participation in the Program. **I further covenant that I will indemnify the City and each and every one of its officers, employees, and agents for and hold them harmless against** any and all claims or causes of action hereafter advanced by any person in connection with or by reason of my participation in the Program.

**I understand** that my participation in the Program is voluntary. **I have determined** that the Program is more advantageous to me than other sentencing options available to the Court and that the advantages of the Program to me outweigh the risks I voluntarily assume by electing to participate in the Program

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Community Service Program Participant

Witness:

\_\_\_\_\_

\_\_\_\_\_  
<sup>†</sup> *Read carefully before signing. This document has important legal consequences.*

**MUNICIPAL COURT OF DERBY, KANSAS  
COMMUNITY SERVICE PROGRAM**

**COMPLETION OF WORK ASSIGNMENT**

Participant: \_\_\_\_\_ Case #: \_\_\_\_\_

\_\_\_\_\_ hours to be completed before \_\_\_\_/\_\_\_\_/\_\_\_\_

*The above named participant has agreed to complete a work assignment under your direction and supervision. The Court appreciates your assistance and requires this participant fully cooperate with you. The participant is required to return this form to the Court Clerk when the work assignment is completed.*

Date	Time In	Time Out	Hours	Worker's Initials	Supervisor Initials	Comments

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contracting Organization: \_\_\_\_\_

Complied:  Yes  No

Work Location: \_\_\_\_\_

**WORK PERFORMANCE:**

Work Task Assignment: \_\_\_\_\_

Good  Fair  Poor

Contact Person: \_\_\_\_\_

**ATTITUDE:**

Telephone #: \_\_\_\_\_

Good  Fair  Poor

**DEPENDABILITY:**

Good  Fair  Poor

**SAFETY TRAINING FORM FOR COMMUNITY SERVICE PARTICPANTS**  
**Derby Municipal Court**

Location of placement: \_\_\_\_\_

This certifies that I, \_\_\_\_\_ have been trained by an employee of the City of Derby for the work I am performing as a fulfillment of my community service placement.

I will follow all guidance and training I received in performing these duties.

Participant signature \_\_\_\_\_ Date \_\_\_\_\_

Participant name (please print) \_\_\_\_\_

Trainer signature \_\_\_\_\_