



Useful Public Service Department (UPS)
636 South Avenue
P.O. Box 20,000 Dept. 5018
Grand Junction CO 81502-5018
Office: (970) 244-3346 Fax: (970) 245-5626

USEFUL PUBLIC SERVICE PARTICIPATION AGREEMENT

Instructions: Complete all areas on this page. Read the Program Rules, Regulations and Legal Information located on the back of this form, then sign the bottom of this page. There is a \$100 Intake Fee for 24 hours or more of Useful Public Service, or \$60 for 20 or Less. This must be paid upon intake. Fees can be paid by credit card, check, money order, or cash. If you are having financial hardships and have difficulty paying the fee, please ask our staff about your options.

\*\*Note: If you elect to pay the intake fee prior to sentencing, you will not receive a refund if your case is dismissed or you are not sentenced to UPS.

PERSONAL INFORMATION:

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_
Address: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Cell Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_
E-mail address: \_\_\_\_\_
Social Security #: \_\_\_\_\_
Current Age: \_\_\_\_\_ Age at First Arrest/Summons: \_\_\_\_\_ Number of Adult Arrests: \_\_\_\_\_
Employer: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_
Emergency contact: Name \_\_\_\_\_ Phone(\_\_\_\_) \_\_\_\_-\_\_\_\_ Relation: \_\_\_\_\_
Special Skills: \_\_\_\_\_
Physical or Medical Limitations (Please advise staff if you have a medical restriction or concern): \_\_\_\_\_

CASE INFORMATION:

Offense(s) Charged With or Convicted of: \_\_\_\_\_
Case Number: \_\_\_\_\_ Date of Conviction: \_\_\_\_/\_\_\_\_/\_\_\_\_ County: \_\_\_\_\_
Hours of Useful Public Service Required: \_\_\_\_\_ Due Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
Are you currently on Probation/Parole? \_\_\_\_\_ If Yes, Probation/Parole Officer: \_\_\_\_\_
Have you done Useful Public Service for other Case(s)? \_\_\_\_\_ If Yes, how many times? \_\_\_\_\_
Have you been convicted of a sex offense? \_\_\_\_\_ If Yes, what year? \_\_\_\_\_
Have you been convicted of an assault? \_\_\_\_\_ If Yes, what year? \_\_\_\_\_

I \_\_\_\_\_ (print name), wish to participate in the Useful Public Service Program of Mesa County (CJSD-UPS). I understand that CJSD is willing to accept my participation based upon the representations I have made above and so long as I fulfill the promise made herein. I understand that should I fail to perform the agreed community services, the Court could revoke any probation granted, reinstate any jail sentence and /or reinstate any fine. I knowingly and voluntarily have elected to perform these hours of community service.

I HAVE CAREFULLY READ (OR HAD READ TO ME) ALL TERMS OF THIS AGREEMENT CONTAINED ON THE BACK OF THIS FORM. I KNOWINGLY AND VOLUNTARILY AGREE TO THESE TERMS. A COPY OF THE THESE RULES HAVE BEEN MADE AVAILABLE TO ME.

Client's Signature \_\_\_\_\_ Date \_\_\_\_\_ CJSD Staff Signature \_\_\_\_\_ Date \_\_\_\_\_

## **USEFUL PUBLIC SERVICE - PROGRAM RULES AND REGULATIONS**

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1. I will cooperate completely with the staff of CJSD, my supervisors and other personnel of the work site where I am assigned.
2. I will keep all appointments with CJSD and the work site where I am assigned.
3. I will follow instructions and rules of the work site where I am assigned. This includes following all safety guidelines and utilizing the proper safety equipment as required by each site.
4. I will perform assigned tasks satisfactorily.
5. While performing my community service hours, I will not use, possess, or be under the influence of intoxicating beverages or any controlled substance (except medically prescribed drugs with prior notification to and approval of CJSD staff and the Community Work Sites).
6. I will not be in-subordinate to the CJSD staff, Work Site Supervisors, customers, or personnel of the Community Work Sites.
7. I will not remove or attempt to remove property from the Community Work Site's premises.
8. I will not willfully neglect or damage property of CJSD or the Community Work Sites for whom I am performing community service.
9. I will not falsify any records required by CJSD, the Courts, or the Community Work Sites. I understand that any attempts to falsify my useful public service hours in any way will result in criminal charges according to Colorado law.
10. I will not engage in immoral or illegal conduct which has or may have an adverse effect on CJSD or parties for whom I am performing community service.
11. I will contact CJSD upon completion of my community service hours. It is my responsibility to see that the Community Work Site(s) verify my hours of community service. It is also my responsibility to return the completed verification form to the CJSD office by the agreed upon scheduled completion date.
12. I understand that if it should become necessary for CJSD to close my case prior to the completion of my hours, a \$50.00 reactivation fee will be assessed. I understand that a \$50 reactivation fee will be assessed after one year to all cases that have been terminated non-cooperatively.

## **USEFUL PUBLIC SERVICE - LEGAL INFORMATION:**

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1. I understand that CJSD may provide information about my conviction, community service obligation and background to Community Participants or others in its efforts to arrange my placement or to otherwise perform the functions of the program. I consent to disclosure of this information and release CJSD, the staff of CJSD, CJSD's agents and representatives, the Community Work Sites contacted for placement, their staff, agents and representatives from any claims I may have against them for liability or damages arising out of or in any way related to such disclosures.
2. I understand that it is my responsibility to notify CJSD if I am asked by the Community Work Sites to perform any tasks or services which are illegal, immoral or dangerous to my safety, or the safety of others; and that I should report this before performing such tasks or services.
3. I agree to inform CJSD of any mental or physical disabilities, illnesses or injuries I have which may interfere with my ability to perform assigned tasks or services without risk of harm to me or others. I shall provide this information to CJSD before I perform such tasks or services. Failure to provide this information to CJSD could result in denial of insurance benefits to which I might otherwise be entitled.
4. I agree to notify CJSD immediately of any injury or illness I may suffer while performing or related to the performance of community service under CJSD. I understand that failure to notify CJSD within twenty-four (24) hours of such injury or illness could result in denial of insurance benefits to which I might otherwise be entitled. I shall comply with all procedures and complete all forms required by CJSD, Mesa County or the insurer in the event of such injury or illness. In the event of such injury or illness, I agree to provide CJSD with a release of medical information, so that CJSD may verify with my physician or medical provider the nature, extent and cause of the injury or illness. Further, I agree, if requested, to submit to an examination by a physician selected by CJSD, and at CJSD's expense, to determine the nature, extent and cause of the injury or illness.
5. I understand that as a community service volunteer and not an employee of CJSD or any Community Work Site for whom I may perform community service. I do not expect to nor shall I receive any compensation for my services in wages or benefits. I am not entitled to workman's compensation insurance coverage.
6. I shall indemnify CJSD and the Community Work Sites for any liability or damages they or I may suffer as a result of my negligent acts or omissions while performing my community service hours.
7. I release and waive any claims I may have against CJSD, the Community Work Sites, the Mesa County Commissioners, the Chief Probation Officer, officers, staff, agents and representatives of these parties, for liability for any injuries or damages I might suffer to my person or property which injuries or damages arise out of or are in any way related to my participation in CJSD or performance of community service through CJSD, whether such loss, damages or injuries are now known or unknown, in existence or hereafter to arise. As a condition of participation in this program, I covenant not to sue any of the parties named or referred to herein for any claims hereby released.
8. All notices required by this Participation Agreement must be delivered to the Criminal Justice Services Department at: CJSD, P.O. Box 20,000, Dept. 5018, Grand Junction, Colorado 81502-5023, (970) 244-3344.
9. This agreement is binding upon and shall insure to the benefit on myself, heirs, assigns, representatives and others who might claim through me.