

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE
STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE,
CIRCUIT 15
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

This Memorandum of Agreement executed this 4 day of April, 2023, between Palm Beach County Board of County Commissioners (PBC) and the Florida Department of Juvenile Justice (FLDJJ), together referred to collectively as the Parties, to support the implementation and coordination of youth reentry services provided to juvenile justice-involved youth and their families.

PBC has implemented the PBC Youth Reentry Program, which is staffed and managed by the Palm Beach County Public Safety Department, to provide case management and supportive services to assist juvenile justice-involved youth returning to the community from custodial supervision and their families.

The Parties, in recognition of the critical need for a joint and uniform approach to supporting reentry youth and their families towards achieving successful outcomes and reduced recidivism and increasing public safety in Palm Beach County, hereby commit to perform the following duties to guide and direct a working relationship between PBC and FLDJJ and ensure the appropriate collaborative processes and procedures to support success of reentry programming:

This MOU delineates responsibility of the FLDJJ and PBC for activities related to the provision and integration of reentry services for youth and families experiencing custodial supervision within the juvenile justice system.

PBC Responsibilities:

PBC will perform the following duties in support of this MOU to the extent possible with available resources:

1. Coordinate comprehensive pre- and post-release reentry services for juvenile-justice involved individuals who are returning to PBC from custodial supervision.
2. Participate in pre-release transition planning telephone calls and make appropriate community connections that align with recommended service needs for youth and family based on risk/needs assessments, youth and family input, comprehensive psychological evaluations, feedback from relevant probation and community stakeholders, and recommended treatments from qualified residential providers.
3. Connect and build rapport with parents, guardians, caretakers, and other family members to provide support and services needed and to integrate the family unit into transition planning.
4. Communicate frequently with Juvenile Probation Officers, and involved community stakeholders, and provide monthly progress reports for enrolled youth on assessed needs, updates on coordinated services that are in progress, completed goals, and any other achievements or barriers to success.
5. Make contact with youth in custody prior to release, and maintain consistent contact with youth and families that is proportionate to risk-need-responsivity principles prior to release.
6. Provide wraparound case management reentry services for juvenile justice-involved individuals in custody at the local level (any non-secure, high, and/or max risk juvenile facilities, Palm Beach Jail, or any other facilities located within confines of PBC), to begin at the time of commitment and/or placement (dependent upon referral timeframe).
7. Cultivate connections with community partners to create a continuum of service resources for all reentry youth, prioritizing the creation of a local provider network that will support juvenile justice-involved individuals in custody at the local level.

8. Facilitate monthly multidisciplinary community meetings to discuss all reentry youth, including those active in programming, case planning for pre-release youth, and coordinating wraparound case management services and community connections for juvenile justice-involved youth in custody at the local level.
9. The contact information for this entity is as follows:
Randi Taylor, *PBC Youth Reentry Program Manager*
Palm Beach County Public Safety Department, Justice Services Division
205 N. Dixie Highway, Suite 5.1130
West Palm Beach, FL 33401
561-355-6878

FLDJJ Responsibilities:

The FLDJJ will perform the following duties in support of this MOU to the extent possible with available resources:

1. Provide access to the Juvenile Justice Information System (JJIS) that includes access to demographic information, juvenile justice Face Sheets, electronic commitment packets and related documentation, court sanctions and probation success plans.
2. Provide notification upon new commitment of youth via email to PBC-YouthReentry@pbcgov.org.
3. Provide immediate notification upon new arrests of pre-release and post-release youth via email to PBC-YouthReentry@pbcgov.org.
4. Provide information on all pre-release treatment team meetings, transitional planning meetings (Transition, Community Reentry Team (CRT), and Exit Staffings), and pre-release court hearings related to youth committed in residential facilities to PBC-YouthReentry@pbcgov.org.
5. Participate in monthly multidisciplinary community meetings to discuss pre- and post-release reentry individuals with the purposes of streamlined case planning and service delivery, collaboration among stakeholders, and efficacy and responsiveness in meeting the needs of youth and families.
6. Provide residential program reports detailing performance goals, progress, and updates on youth in residential commitment programs via PBC-YouthReentry@pbcgov.org, as requested.
7. Provide notification of all scheduled court hearings pertaining to reentry youth via PBC-YouthReentry@pbcgov.org.
8. Participate in wraparound case planning and services for juvenile justice-involved individuals in custody at the local level. (any non-secure, high, and/or max risk juvenile facilities, Palm Beach Jail, or any other facilities located within confines of PBC), and their families.
9. The contact information for this entity is as follows:
Wydee'a Wilson, *South Regional Director*
Florida Department of Juvenile Justice, Probation & Community Intervention
337 North 4th Street, Suite 309
Fort Pierce, FL 34950
772-429-2125

The Parties agree to use their personnel and resources to support the implementation and coordination of youth reentry services provided by PBC, to ensure that a holistic, systemic approach to reentry planning, service delivery, and community support is achieved across any and all providers. To fulfill these responsibilities and commitment as collaborative partners, the Parties hereby enter into this MOU, and by the signatures reflected herein, commit to providing support, resources, and agreed upon responsibilities to assist in sustaining PBC's Youth Reentry Program.

This MOU shall go into effect upon the date of signature, and will be valid for a three-year period, expiring on September 30, 2025, unless otherwise extended, renewed, or cancelled in writing.

General Terms:

- I. FINANCIAL OBLIGATIONS.** The Parties acknowledge that this Agreement is not intended to create financial obligations between the Parties. In the event that costs are incurred as a result of either or both of the Parties performing their duties or responsibilities under this Agreement, each Party agrees to be responsible for their own costs.
- II. TERMINATION.** This Agreement may be terminated at any time upon the mutual consent of both Parties, or unilaterally by either party, with or without cause, upon no less than sixty (60) calendar days' notice. Furthermore, either party may terminate this Agreement by written notice if the other party is in breach of any provision of this Agreement and fails to cure the breach within twenty (20) days of receipt of written notice specifying the breach.
- III. INDEMNIFICATION.** Each party shall be liable for its own actions and negligence and, to the extent permitted by law, PBC shall indemnify, defend and hold harmless FLDJJ against any actions, claims or damages arising out of the PBC's negligence in connection with this Contract, and FLDJJ shall indemnify, defend and hold harmless PBC against any actions, claims, or damages arising out of FLDJJ's negligence in connection with this Contract. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.
- IV. INSURANCE.** Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), FLDJJ represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

 - a. If FLDJJ is not self-insured, FLDJJ shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Contract, insurance coverage at limits not less than those contained in the Statute.
 - b. Should FLDJJ purchase excess liability coverage, FLDJJ agrees to include PBC as an Additional Insured.
 - c. FLDJJ agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.
 - d. Should FLDJJ contract with a third-party (Contractor) to perform any service related to this Contract, FLDJJ shall require the Contractor to provide the following minimum insurance:

 - i. Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include FLDJJ and the COUNTY as Additional Insureds. FLDJJ shall also require that the Contractor include a Waiver of Subrogation against PBC.
 - ii. Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
 - iii. Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

V. SUCCESSORS AND ASSIGNS. PBC and FLDJJ each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this MOU. Except as above, neither PBC nor FLDJJ shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

VI. REMEDIES. This MOU shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the MOU will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this MOU is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this MOU, including but not limited to any citizen or employees of PBC and/or FLDJJ.

VII. INDEPENDENT CONTRACTOR RELATIONSHIP. FLDJJ is, and shall be, in the performance of all work services and activities under this MOU, an Independent Contractor, and not an employee, agent, or servant of PBC. All persons engaged in any of the work or services performed pursuant to this MOU shall at all times, and in all places, be subject to FLDJJ sole direction, supervision, and control. FLDJJ shall exercise control over the means and manner in which it and its employees perform the work, and in all respects FLDJJ's relationship and the relationship of its employees to PBC shall be that of an Independent Contractor and not as employees or agents of PBC.

FLDJJ does not have the power or authority to bind PBC in any promise, agreement or representation.

VIII. NONDISCRIMINATION. PBC is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, FLDJJ warrants and represents that throughout the term of the MUO, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the MOU.

IX. SEVERABILITY. If any term or provision of this MOU, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this MOU shall be deemed valid and enforceable to the extent permitted by law.

X. MODIFICATIONS OF WORK. Modifications to the provisions of this MOU, shall only be valid by a formal written amendment to the MOU.

XI. NOTICE. All notices required in this MOU shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to PBC, notices shall be addressed to:

Stephanie Sejnoha, Director
20 South Military Trail
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Wydee'a Wilson, South Regional Director, Probation & Community Intervention
Florida Department of Juvenile Justice
337 North 4th Street, Suite 309
Fort Pierce, FL 34950

- XII. ENTIRETY OF CONTRACTUAL AGREEMENT.** PBC and FLDJJ agree that this MOU sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this MOU may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with IX. Modifications of Work.
- XIII. COUNTERPARTS.** This MOU, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same MOU. PBC may execute the MOU through electronic or manual means. FLDJJ shall execute by manual means only, unless PBC provides otherwise.
- XIV. E-VERIFY - EMPLOYMENT ELIGIBILITY.** The Parties warrant and represent that they are in compliance with section 448.095, Florida Statutes, as may be amended, and that the Parties: (1) are registered with the E-Verify System (E-Verify.gov), and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers; (2) covenant to continue to do so throughout the term of this Agreement; and (3) further covenants to comply with the other applicable requirements of Section 448.095, Florida Statutes.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and ENTITY has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

WITNESS:

Signature

Name (type or print)

Gregory Stallings

Gregory Stallings

Stephanie Riley

Stephanie Riley

ENTITY:

Company Name

Signature

Typed Name

Title

Department of Juvenile Justice

[Signature]

Wydeea E. Wilson

Regional Director

2/17/23

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director