Agenda Item #: 3X-2

PALM BEACH COUNTY

| BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY | | | |
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| Meeting Date: November 18, 2025 [X] Consent [] Regular [] Ordinance [] Public Hearing | | | |
| Department: Submitted By: Submitted For: Department of Public Safety Department of Public Safety Division of Justice Services | | | |
| I. EXECUTIVE BRIEF | | | |
| Motion and Title: Staff recommends motion to: | | | |
| A) approve Memorandum of Understanding (MOU) with the Florida Department of Juvenile Justice (FLDJJ) to establish procedures for referring and serving reentry youth for the period retroactive to October 1, 2025 through September 30, 2028 at no cost to the County; and | | | |
| B) delegate authority to the County Administrator or designee to sign future documents, extensions, renewals, cancelations, or amendments pertaining to an MOU with FLDJJ that do not substantially change the scope of work, terms or conditions of any future documents. | | | |
| Summary: This MOU establishes the general conditions and joint processes that will enable the Palm Beach County (PBC) Public Safety Department's Youth Reentry Program and FLDJJ to effectively collaborate as partners in regard to serving youth returning from incarceration within the juvenile justice system. Youth reentry services are comprised of targeted case management, support services, community outreach, reentry peer groups, and partnerships with community partners to create a continuum of coordinated care across systems and providers. This MOU is retroactive to October 1, 2025, as the FLDJJ implemented a new document review process that exceeded expected timeframes. This is a renewal of an active MOU between PBC and FLDJJ that expired on September 30, 2025. Countywide (RS) | | | |
| Background and Justification: In 2012, the Criminal Justice Commission (CJC) received funding to develop a juvenile reentry strategic plan. In 2013, the CJC received a Second Chance Act grant from the Office of Juvenile Justice and Delinquency Prevention. Through this effort, an enhanced reentry process for juveniles transitioning from residential settings back to their respective communities was developed. On July 12, 2022, the Board of County Commissioners (BCC) approved to insource the Youth Reentry Program under the Public Safety Department's Division of Justice Services. PBC developed a Strategic Plan for providing effective and coordinated reentry services to youth returning from the residential programming within the Department of Juvenile Justice. The Program is intended to reduce recidivism among reentry youth who are transitioning back to PBC, as well as reduce future victimization, enhance public safety and, improve the quality of life of all residents. | | | |
| Attachment: 1) Memorandum of Understanding between DJJ and PBC | | | |
| Recommended By: Department Director Date | | | |
| Approved By: Deputy County Administrator Date 11 9 7 5 | | | |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact **Fiscal Years** 2026 2027 **2028** 2029 **2030 Personal Services Operating Costs Grants and Aids External Revenues Program Income (County)** In-Kind Match (County) **Net Fiscal Impact** \$0* \$0* \$0* # ADDITIONAL FTE **POSITIONS (Cumulative)** 0 0 0 0 0 is item included in Current Budget? Yes No Does this item include the use of federal funds? Yes _ Budget Account Exp No: Fund ____ Dept. ___ Unit _ Obi. Prog. Rev No: Fund ____ Dept. ___ Unit ___ Rev._ Prog._ B. Recommended Sources of Funds/Summary of Fiscal Impact: *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. C. Departmental Fiscal Review: III. REVIEW COMMENTS A. OFMB Fiscal and/or Contract Dev. and Control Comments: Contract Dev. Control 26710,27-25 10-27-25-12 B. Legal Sufficiency: Assistant County-Attorney C. Other Department Review: **Department Director**

This summary is not to be used as a basis for payment.

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 Understanding (MOU) executed this 18 day of November 2025, between Palm Beach County Board of County Commissioners (County) 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.

The County has implemented the Palm Beach County 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 the County and FLDJJ and ensure the appropriate collaborative processes and procedures to support success of reentry programming:

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

County Responsibilities:

The County 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 Palm Beach County 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 Palm Beach County), 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.

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- 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. Provide documentation of level II background screening for all youth reentry program staff working directly with delinquency-involved youth, contingent upon approval to background screen by the Florida Department of Law Enforcement.
- 10. 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:

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@pbc.gov.
- 3. Provide immediate notification upon new arrests of pre-release and post-release reentry youth via email to PBC-YouthReentry@pbc.gov.
- 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@pbc.gov.
- 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 responsivity 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 <u>PBC-YouthReentry@pbc.gov</u>, as requested.
- 7. Provide notification of all scheduled court hearings pertaining to reentry youth via <u>PBC-YouthReentry@pbc.gov</u>.
- 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 Palm Beach County) 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 400 Sawgrass Corporate Parkway, Ste. 100
Sunrise, Florida 33325
Mobile: 772-260-2485Office: 954-595-1069

The Parties agree to use their personnel and resources to support the implementation and coordination of youth reentry services provided by the County to ensure that a holistic and 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 Palm Beach County's Youth Reentry Program.

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This MOU shall go into effect on October 1, 2025 and expire on September 30, 2028, 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, the County shall indemnify, defend and hold harmless FLDJJ against any actions, claims or damages arising out of the County's negligence in connection with this MOU, and FLDJJ shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of FLDJJ's negligence in connection with this MOU. 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 MOU, insurance coverage at limits not less than those contained in the Statute.
 - b. Should FLDJJ purchase excess liability coverage, FLDJJ agrees to include the County 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 MOU, 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 the County.
 - ii. Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

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- 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. The County 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 the County nor FLDJJ shall assign, sublet, convey or transfer its interest in this MOU 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 the County 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 the County. 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 the County shall be that of an Independent Contractor and not as employees or agents of the County.

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

- VIII. NONDISCRIMINATION. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, 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, 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. PUBLIC ENTITY CRIMES. As provided in sections 287.132-133, Florida Statutes, as may be amended, by entering into this MOU or performing any work in furtherance hereof, FLDJJ certifies

that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

- **XI. MODIFICATIONS OF WORK.** Modifications to the provisions of this MOU, shall only be valid by a formal written amendment to the MOU.
- XII. 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 the County, 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 FLDJJ, notices shall be addressed to:

Wydee'a Wilson, South Regional Director, Probation & Community Intervention Florida Department of Juvenile Justice

400 Sawgrass Corporate Parkway, Ste. 100
Sunrise, Florida 33325

- XIII. ENTIRETY OF CONTRACTUAL AGREEMENT. The County 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 Article XI, Modifications of Work.
- **XIV. REGULATIONS; LICENSING REQUIREMENTS.** FLDJJ shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. FLDJJ is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.
- **XV. PUBLIC RECORDS.** Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if FLDJJ: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes, as may be amended, FLDJJ shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. FLDJJ is specifically required to:
 - **A.** Keep and maintain public records required by the County to perform services as provided under this MOU.

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- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. FLDJJ further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU term and following completion of the MOU, if FLDJJ does not transfer the records to the public agency.
- D. Upon completion of the MOU, FLDJJ shall transfer, at no cost to the County, all public records in possession of FLDJJ unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If FLDJJ transfers all public records to the County upon completion of the MOU, FLDJJ shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If FLDJJ keeps and maintains public records upon completion of the MOU, FLDJJ shall meet all applicable requirements for retaining public records. All records stored electronically by FLDJJ must be provided to the County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Failure of FLDJJ to comply with the requirements of this article shall be a material breach of this MOU. The County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. FLDJJ acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF FLDJJ HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FLDJJ'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST **PALM** BEACH, FL 33401, \mathbf{BY} E-MAIL AΤ RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- **XVI. 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. The County may execute the MOU through electronic or manual means. FLDJJ shall execute by manual means only, unless PBC provides otherwise.
- XVII. 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

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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 MOU; and (3) further covenants to comply with the other applicable requirements of section 448.095, Florida Statutes.

FLDJJ shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. FLDJJ shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this MOU which requires a longer retention period.

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 FLDJJ has hereunto set its hand the day and year above written.

PALM BEACH COUNTY

, Mayor

BOARD OF COUNTY COMMISSIONERS: By: By: **Deputy Clerk** ENTITY: Florida Department of Juvenile Justice Company Name Name (type of print) Wydeen E. Wilson Signature Name (type or print) Title APPROVED AS TO FORM AND LEGAL SUFFICIENCY

ATTEST:

By:

MIKE CARUSO

CLERK AND COMPTROLLER

County Attorney

APPROVED AS TO TERMS

Ssemol

Department Director

AND CONDITIONS