



*Pride in Service with Integrity*

**DATE:** July 25, 2012 12M-093

**MEMO TO:** William MacDonald, Director, Bureau of Finance & Budget (via email)  
Victor Marrero, Director, Risk Management (via email)  
Donna Council, Director, Purchasing Administration (via email)

**FROM:** Donald Gelin, Assistant Legal Counsel *DG, Jr*  
Office of the General Counsel

**SUBJECT:** Executed Contract – Juvenile Assessment Center (09C-173)

Enclosed please find a copy of the agreement between the Broward Sheriff's Office and the following:

Agreement Summary

**Parties:** BSO and Florida Department of Juvenile Justice, Children's Services Council of Broward, Florida Department of Children and Families, Office of the State Attorney, Childnet, The School Board of Broward County, Florida, Broward County Chief's of Police Association, Fort Lauderdale Police Department, United Way Commission on Substance Abuse and Broward County Clerk of the Court

**Purpose:** MOU with multiple agencies regarding the operation of the Juvenile Assessment Center (JAC). BSO is providing overall management and administration of the JAC. The other agencies are contributing in various ways

**Consideration:** N/A

**Term:** MOU shall be effective upon execution by the parties for a period of two (2) years, and may be extended upon mutual written agreement of the parties.

**Special Conditions:** Any party may terminate this MOA by providing thirty (30) days prior written notice to all parties

**Review Notice:** 120 Days  or 60 Days

**Approved by:**

- Leann Hessler-Betz, JAC Manager, County Trust Fund
- Major John Nesteruk, Youth/Neighborhood Services-DLE

DG/mc  
Enclosures

**cc:** Leann Hessler-Betz, JAC Manager, County Trust Fund (via email)  
Irene Costa, Contract Manager, Purchasing Administration (via email)  
Wiley D. Thompson III, Colonel/Executive Director, Administration (via email)  
Cynthia Burroughs, Administrative Assistant, Administration (via email)  
Vicki Petersen, Business Manager, DLE (via email)  
Diane MacDonald, Administrative Assistant, Bureau of Finance & Budget (via email)

**MEMORANDUM OF AGREEMENT BY AND BETWEEN  
FLORIDA DEPARTMENT OF JUVENILE JUSTICE,  
CHILDREN'S SERVICES COUNCIL OF BROWARD,  
FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES,  
OFFICE OF THE STATE ATTORNEY,  
CHILDNET,  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,  
BROWARD COUNTY CHIEF'S OF POLICE ASSOCIATION,  
FORT LAUDERDALE POLICE DEPARTMENT,  
UNITED WAY COMMISSION ON SUBSTANCE ABUSE  
BROWARD COUNTY CLERK OF THE COURT  
AND  
AL LAMBERTI, SHERIFF OF BROWARD COUNTY, FLORIDA**

**WHEREAS**, the Juvenile Assessment Center (JAC) is funded jointly by the Broward Sheriff's Office, Florida Department of Juvenile Justice, Children's Services Council of Broward, Broward County Government, Florida Department of Children and Families, the School Board of Broward County, and the United Way Commission on Substance Abuse.

**WHEREAS**, in addition, the State Attorney's Office, the Fort Lauderdale Police Department, the Clerk of the Court and the Broward Chief's of Police Association have a vested interest in a well-operated facility that supports the needs of the juvenile justice system.

**WHEREAS**, the parties acknowledge that early assessment and problem identification are good prevention measures, and are committed to delivering services to the youth and families of Broward County; and

**WHEREAS**, the Broward Sheriff's Office has, with community collaboration, undertaken the administration and management of the Broward County Juvenile Assessment Center (JAC) and as the lead agency will coordinate timely and efficient booking, processing, and assessment of juvenile arrestees, and

**WHEREAS**, it is contemplated that uniform practices, procedures, assessments, data collection, and reporting will be implemented by each partner to the greatest possible degree; and

**WHEREAS**, the success of the project is based upon maintaining current funding levels by the partners, with coordination of financial and operational matters and a strong commitment to excellence.

**NOW THEREFORE**, and in consideration of the mutual promises and covenants stated herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. ROLES AND RESPONSIBILITIES**

**A. The Broward Sheriff's Office (BSO) will:**

- 1.1 Provide overall management, administration and control both functions of the facility as stipulated in the Juvenile Assessment Center (JAC) Collaboration contract with the Children's Services Council and contingent upon in-kind, contractual, or other funding provided by the partner agencies.
- 1.2 Provide detention deputies to ensure the safety and security of all staff, employees, juvenile clients, and on-site provider personnel.
- 1.3 Photograph, fingerprint and process youth arrested in Broward County for any felony or misdemeanor offense(s) that are brought to the JAC.
- 1.4 Provide direction to all state and contracted probation personnel to ensure timely and coordinated intake, detention screening, substance abuse and mental health screenings, data entry, administrative support, and master control functions.
- 1.5 Ensure that all operating policies and procedures developed for the facility are in compliance with state and federal laws.
- 1.6 Provide coordination and collaboration with local funding agencies to ensure providers on-site are in compliance with contractual requirements.
- 1.7 Retain custody of youth admitted to the facility until released to a parent/guardian, Department of Juvenile Justice, shelter facility or other appropriate placement.
- 1.8 Retain jurisdiction inside the facility for any law violation or incident requiring a law enforcement response.
- 1.9 Provide a representative to serve on the JAC Advisory Board.

**B. The Florida Department of Juvenile Justice will:**

- 1.1 Maintain, at a minimum, current contractual funding levels, subject to annual appropriation, and seek appropriate increases to meet future needs.
- 1.2 Maintain, at a minimum, current staffing of one (1) Juvenile Probation Officer Supervisor, nine (9) state-employed Juvenile Probation Officers, no less than eight (8) contracted Juvenile Probation Officers, one (1) Control Booth Operator, and administrative support staff.

- 1.3 Provide daily janitorial service, telephone service for the facility, postage, office supplies, electricity, water, garbage collection, general repair and maintenance of the building, air conditioning, plumbing and electrical, and outside maintenance.
- 1.4 Receive funds from Broward County for facility renovation via lease agreement.
- 1.5 Serve as project manager for facility renovations.
- 1.6 Provide Juvenile Detention Officer(s) to a medical facility (hospital) within four (4) hours of notification for any youth admitted to JAC who meets detention criteria.
- 1.7 Coordinate with DCF for provision of connectivity and access to HomeSafeNet.
- 1.8 Provide a representative to serve on the JAC Advisory Board.

**C. The Children's Services Council of Broward will:**

- 1.1 Maintain contractual funding for the administration, management, coordination and master control function of the facility, contingent upon contract compliance, goal achievement, and in accordance with the JAC Collaboration Project contract.
- 1.2 Provide a representative to serve on the JAC Advisory Board.

**D. Department of Children and Families, District 10 will:**

- 1.1 Coordinate with DJJ for provision of connectivity and access to HomeSafeNet.

**E. The Department of Children and Families, Substance Abuse and Mental Health (SAMH) Program will:**

- 1.1 Provide contractual funding and oversight of the behavioral screening process, and administration of other DCF-related behavioral health assessment instruments.
- 1.2 Provide a representative to serve on the JAC Advisory Board.

**F. The Broward State Attorney's Office will:**

- 1.1 Contingent upon current funding levels, assign one Assistant State Attorney full-time to the facility to expedite referrals to diversion programs.
- 1.2 Provide a representative to serve on the JAC Advisory Board.

**G. ChildNet will:**

- 1.1 Provide a representative to serve on the JAC Advisory Board.

**H. School Board of Broward County, Florida, will:**

- 1.1 Provide a representative to serve on the JAC Advisory Board.

**I. The Broward Chief's of Police Association will:**

- 1.1 Ensure their agency members provide ongoing coordination with JAC personnel as it relates to intake, admission and processing of juveniles.
- 1.2 Ensure their agency members respond to facility personnel in a timely manner to answer questions or clarify report information.
- 1.3 Ensure their agency members assist in locating addresses or parents or guardians of youth admitted to the JAC in order to facilitate a release.
- 1.4 Ensure their agency members, upon request of JAC supervisors, accompany JAC personnel to a location within the agency's jurisdiction to facilitate the transfer of custody or release of juvenile to parent or guardian.
- 1.5 Provide a representative to the JAC Advisory Board.

**J. OMMITTED**

**K. Fort Lauderdale Police Department will:**

- 1.1 Retain jurisdiction for response to any incident or report alleged to have occurred on JAC property outside the facility, including inside the sallyport.
- 1.2 Provide a representative to serve on the JAC Advisory Board.

**L. United Way Commission on Substance Abuse will:**

- 1.1 Provide advocacy for grant support.
- 1.2 Provide a representative to serve on the JAC Advisory Board.

**M. Clerk of the Court will:**

- 1.1 Provide access to the Clerk's juvenile information system to facilitate information sharing, generating Notices to Appear, and other relevant information.
- 1.2 Provide a representative to serve on the JAC Advisory Board.

**II. TERMS OF THE AGREEMENT**

This Memorandum of Agreement shall be effective upon execution by the parties for a period of two (2) years, and may be extended upon mutual written agreement of the parties. Any party may terminate this

Memorandum of Agreement by providing thirty (30) days prior written notice to all parties.

**III. COMPENSATION**

Each party shall bear its costs associated with performing services under this Memorandum of Agreement.

**IV. RECORDS**

4.1 Each party shall maintain its records in accordance with the applicable statutory guidelines.

4.2 Each party shall maintain the confidentiality of its records to the extent that the records are exempt or confidential under Florida or federal law.

**V. DISPUTE RESOLUTION**

Any problems or issues regarding the implementation of this Agreement shall be resolved via the chain of command of each agency. If no agreement can be reached, the dispute will be resolved by obtaining the consensus of Broward Sheriff's Office Juvenile Services Program Administrator, the Department of Juvenile Justice Circuit Manager, Children's Services Council Director of Program Services, Chief Assistant State Attorney, Juvenile Division, Florida Department of Children and Families Behavioral Health Administrator, ChildNet Vice President for Community Development, School Board of Broward County Superintendent's Designee, Broward Chief's of Police Association Designee, Fort Lauderdale Police Department's Designee, Commission on Substance Abuse Executive Director, Clerk of the Court or his designee.

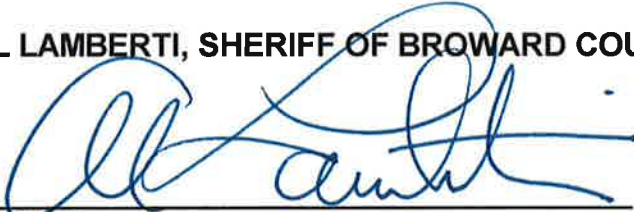
**VI. APPLICABLE STANDARDS**

Nothing in this Memorandum of Agreement is intended to supercede any Florida Statutes as existing or as they may be amended.

**IN WITNESS WHEREOF**, the parties hereby execute this Memorandum of Agreement on the date(s) set forth below:

**JUVENILE ASSESSMENT CENTER  
MEMORANDUM OF AGREEMENT**

**AL LAMBERTI, SHERIFF OF BROWARD COUNTY**



AL LAMBERTI  
Sheriff

Date: 7-23-12

Approved as to form and legal  
Sufficiency subject to execution  
By the parties:



Judith W. Levine, General Counsel  
Office of the General Counsel

Date: 7/20/12

**JUVENILE ASSESSMENT CENTER  
MEMORANDUM OF AGREEMENT**

**FLORIDA DEPARTMENT OF JUVENILE JUSTICE  
Probation Services**

By: Vanessa Haugrey Date: 5-2-12  
\_\_\_\_\_, its \_\_\_\_\_

**Detention Services**  
By: R B Date: 5/2/12  
\_\_\_\_\_, its \_\_\_\_\_



**JUVENILE ASSESSMENT CENTER  
MEMORANDUM OF AGREEMENT**

**CHILDREN'S SERVICES COUNCIL OF BROWARD**

By: Cindy Arenberg Seltzer Date: 6/28/12

Cindy Arenberg Seltzer, its President/CEO

**JUVENILE ASSESSMENT CENTER  
MEMORANDUM OF AGREEMENT**

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, *SAMH Office 502*

By: *Patricia Trammell*

Date: *3/20/12*

*Substance Abuse &  
Mental Health*

, its

*Regional Director 502*

Approved as to form and legal  
Sufficiency subject to execution  
By the parties:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Chief Legal Counsel

**JUVENILE ASSESSMENT CENTER  
MEMORANDUM OF AGREEMENT**

**BROWARD STATE ATTORNEY**

By: *Hannah Schroeder*

Date: 3/15/12

\_\_\_\_\_, its \_\_\_\_\_

JUVENILE ASSESSMENT CENTER  
MEMORANDUM OF AGREEMENT

CHILDNET

By:



Date:

7/13/12

Emilio Benitez

its

President/CEO

DR  
7/13/12

**JUVENILE ASSESSMENT CENTER  
MEMORANDUM OF AGREEMENT**

**FOR: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(CORPORATE SEAL)

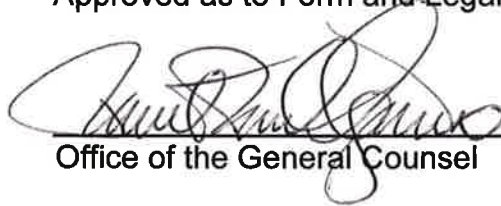
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

BY:   
Ann Murray, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

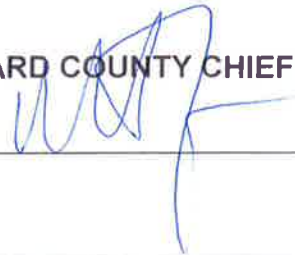
  
Office of the General Counsel

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**JUVENILE ASSESSMENT CENTER  
MEMORANDUM OF AGREEMENT**

**BROWARD COUNTY CHIEF'S OF POLICE ASSOCIATION**

By: \_\_\_\_\_



Date: \_\_\_\_\_

3/27/12

\_\_\_\_\_, its \_\_\_\_\_

**JUVENILE ASSESSMENT CENTER (JAC)**

**MEMORANDUM OF AGREEMENT**

**FORT LAUDERDALE POLICE DEPARTMENT**



**Franklin C. Adderley, Chief of Police**  
Authorized Representative

Date: 3.28.12



**Lee R. Feldman, City Manager**  
Pursuant to Resolution No. 00-24

Date: 3-30-12

Approved as to form:



**Bradley H. Weissman, Esquire**  
Police Legal Advisor

Date: 3/27/12

**JUVENILE ASSESSMENT CENTER  
MEMORANDUM OF AGREEMENT**


**UNITED WAY COMMISSION ON SUBSTANCE ABUSE**

By: PAT CASTILLO Date: June 22, 2012

Vice-President, its \_\_\_\_\_



**JUVENILE ASSESSMENT CENTER  
MEMORANDUM OF AGREEMENT**

CLERK OF THE COURT  
By:  Date: June 28, 2012  
HOWARD C. FORMAN its Clerk of Courts