MEMORANDUM

Agenda Item No. 9(A)(3)

TO:	Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners	**DATE**:	August 31, 2020
FROM:	Abigail Price-Williams County Attorney	**SUBJECT:**	Resolution approving an interagency agreement between Miami-Dade County and the Miami-Dade Circuit Advisory Board appointing the Miami-Dade Circuit Advisory Board as the advisory committee for the Miami-Dade Juvenile Services Department, Juvenile Assessment Center; authorizing the County Mayor to execute such interagency agreement; and authorizing the County Mayor to execute future agreements as well as amendments and renewals, for this purpose, and to exercise all provisions contained therein

The accompanying resolution was prepared by the Juvenile Services Department and placed on the agenda at the request of Prime Sponsor Public Safety and Rehabilitation Committee.

Abigail Price-Williams
County Attorney

APW/uw

Memorandum

MIAMI-DADE COUNTY

Date: August 31, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving an Interagency Agreement Between Miami-Dade County and the Miami-Dade Circuit Advisory Board Appointing the Miami-Dade Circuit Advisory Board as the Advisory Committee for the Miami-Dade Juvenile Services Department, Juvenile Assessment Center

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute an Interagency Agreement, attached hereto as Exhibit A, appointing the Miami-Dade Circuit Advisory Board (CAB) as the advisory committee for the Miami-Dade Juvenile Services Department (JSD), Juvenile Assessment Center (JAC). Additionally, it is recommended that the Board authorize the County Mayor or County Mayor's designee to execute such interagency agreement and future agreements as well as amendments and renewals, for this purpose, and to exercise all provisions contained therein.

Scope

The impact to Miami-Dade County for the provision of these services is countywide.

Fiscal Impact/Funding Source

There is no fiscal impact to the County to execute this interagency agreement.

Track Record/Monitor

The Director of the Miami-Dade County Juvenile Services Department, Morris Copeland, will monitor compliance.

Background

JSD provides a continuum of comprehensive services to arrested and at-risk juveniles, and their families. These services are designed to address the root causes of juvenile crime and prevent further delinquent behavior. JSD delivers administration, detention intake and screening (including civil citation pre-screening/assessments), and security services at the JAC that serves Circuit 11, Miami Dade County. Pursuant to section 985.135, Florida Statutes, DJJ is charged with working cooperatively with substance abuse programs, mental health providers, law enforcement agencies, schools, health service providers, state attorneys, public defenders and other agencies serving youth. All such agencies involved in the service delivery of at-risk and arrested youth are on the CAB and work cooperatively with the JAC. In accordance with section 985.664, Florida Statutes, the purpose of the CAB and each juvenile justice circuit advisory board is to provide advice and direction to DJJ in the development and implementation of juvenile justice programs and to work collaboratively

with DJJ in seeking program improvements and policy changes to address the emerging and changing needs of Florida's youth who are at risk of delinquency.

Maurice L. Kemp, Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: August 31, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 9(A)(3)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(3)
8-31-20

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERAGENCY AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE CIRCUIT ADVISORY BOARD APPOINTING THE MIAMI-DADE CIRCUIT ADVISORY BOARD AS THE ADVISORY COMMITTEE FOR THE MIAMI-DADE JUVENILE SERVICES DEPARTMENT, JUVENILE ASSESSMENT CENTER; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH INTERAGENCY AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE FUTURE AGREEMENTS AS WELL AS AMENDMENTS AND RENEWALS, FOR THIS PURPOSE, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying interagency agreement, a copy of which is incorporated herein by reference,

NOW, **THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

Section 1. Approves the Interagency Agreement between Miami-Dade County and the Miami-Dade Circuit Advisory Board appointing the Miami-Dade Circuit Advisory Board as the advisory committee for the Miami-Dade Juvenile Services Department, Juvenile Assessment Center.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the approved interagency agreement, in substantially the form attached hereto as Exhibit A.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute future agreements as well as amendments and renewals, for this purpose, following approval from the County Attorney's Office for form and legal sufficiency, and to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman
Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 31st day of August, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shanika A. Graves

INTERAGENCY AGREEMENT
BY AND BETWEEN MIAMI-DADE COUNTY,
THROUGH ITS JUVENILE SERVICES DEPARTMENT,
AND THE MIAMI-DADE CIRCUIT ADVISORY BOARD

This Interagency Agreement, is between Miami-Dade County, through its Juvenile Services Department (JSD) and the Miami-Dade Circuit Advisory Board (CAB) (individually referred to as Party and collectively referred to as the Parties), whose membership includes, but are not limited to: Eleventh Judicial Circuit of Florida, Florida Department of Juvenile Justice (DJJ), Florida Department of Children and Families, Southern Region (DCF), Miami-Dade Office of the State Attorney, CareerSource South Florida, Miami-Dade Office of the Public Defender, Miami-Dade County Police Department (MDPD), Miami-Dade Schools Police Department (MDSPD), Miami-Dade County Public Schools (MDCPS), The Melissa Institute, faith-based organizations, Bankers Lender Services, Big Brothers Big Sisters of Miami, and Jewish Community Services of South Florida.

Section 1: PURPOSE:

This agreement formalizes the appointment of the CAB as JSD's Juvenile Assessment Center's (JAC's) advisory committee. The JAC provides detention intake and screening services and civil citation pre-screening assessments for certain youth. It is located at 275 Northwest 2nd Street, Miami, Florida 33128 and operates 24 hours per day, seven days a week. The advisory committee is responsible for developing an interagency agreement that includes provisions regarding the development of protocols and procedures for conflict resolution, resource identification, roles, responsibilities, and communication between the agencies, and the daily operation of the JAC. Specifically, pursuant to section 985.135, Florida Statutes, DJJ is charged with working cooperatively with substance abuse programs, mental health providers, law enforcement agencies, schools, health service providers, state attorneys, public defenders and other agencies serving youth all of which are agencies involved in the service delivery of at-risk and arrested youth. As such, the advisory committee includes representatives from such organizations, all of which work with the JAC.

Section 2: THE PARTIES' OBLIGATIONS:

ROLES AND RESPONSIBILITIES OF JSD/JAC:
JSD provides a continuum of comprehensive services to arrested and at-risk juveniles, and their families. These services are designed to address the root causes of juvenile crime and prevent further delinquent behavior. JSD delivers administration, detention intake and screening (including civil citation pre-screening/assessments), and security services at the JAC that serves Miami Dade County. JAC staff shall work cooperatively with staff from substance abuse facilities, mental health providers, law enforcement agencies, schools, health service providers, and other entities involved or charged with serving children and families.

As part of this Interagency Agreement JSD will provide ongoing reports that identify juvenile trends and innovative programming provided by JSD with the CAB. Reports will include overall

demographics of the arrested juvenile population and innovative programming implemented at the department.

ROLES AND RESPONSIBILITIES OF THE CAB:
In accordance with section 985.664, Florida Statutes, the purpose of the CAB and each other juvenile justice circuit advisory board is to provide advice and direction to DJJ in the development and implementation of juvenile justice programs and to work collaboratively with DJJ in seeking program improvements and policy changes to address the emerging and changing needs of Florida's youth who are at risk of delinquency.

The CAB, which is comprised of Child Welfare agencies, Juvenile Justice Partners, community-based organizations, and faith-based organizations, will work in partnership with the JAC to provide a continuum of services to prevent youth from becoming at-risk and to intervene in the life of youth already involved in the juvenile justice system.

CAB members will share verbal or written reports on their respective organizations. Discussion within members will highlight services implemented and gaps that may exist and be addressed by other members to improve the continuum of services for at-risk youth and arrested youth. CAB members will collaborate to develop partnerships to enhance services to the client population.

Section 3: MISCELLANEOUS

A. Any modifications or amendments to this Interagency Agreement shall be in writing and signed by an authorized representative of each Party.

B. Each Party assumes all risks attributable to its negligent acts or omissions and those of its employees and agents.

C. This Interagency Agreement in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, or individuals.

D. The principal administrative contacts for this Interagency Agency, and the persons to whom notices under this Interagency must be sent, are:

For CAB: Rick Beasley, CAB Chair
Executive Director
CareerSource South Florida
7300 Corporate Center Dr Suite 500
Miami, FL 33126
(305) 929-1501

For JSD: Morris Copeland, Director
Miami-Dade County Juvenile Services Department
275 NW 2nd Street, Second Floor
Miami, Florida 33128
(305) 755-6202

E. It is understood and agreed between the Parties that written notice shall be mailed or delivered to the individuals at the addresses set forth above and shall constitute sufficient notice.

F. The Parties will update each other in writing and within a reasonable time, but no later than 10 calendar days after the contact information above changes.

G. There are no intended or unintended third-party beneficiaries, whether known or unknown, to this Interagency Agreement.

H. If any provision herein shall be deemed void or unenforceable by a court of law, the remainder of this Interagency Agreement shall remain in full force and effect.

I. This Interagency Agreement shall be governed by and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. All Parties shall be responsible for their own attorneys' fees, costs, and other litigation expenses.

J. The Parties agree that this Interagency Agreement shall become effective upon its execution by duly authorized representatives of each Party.

Section 4: FINAL AUTHORITY

The Chief Probation Officer (CPO) shall be the final authority on matters related to: (1) detention screening and civil citation prescreening services; and (2) the use and expenditure of DJJ funds and fulfillment of this Contract. In the event of a conflict, determinations made by the CPO shall supersede that of the advisory committee.

Section 5: REVIEW AND MODIFICATION

Upon the request of either Party, the Parties will review this Interagency Agreement to determine whether modification of its terms and conditions is warranted. The Parties agree to use good faith and best efforts to renegotiate the terms and conditions hereof. However, neither Party is obligated to further amend this Interagency Agreement.

Section 6: TERMINATION

The Parties reserve the right to terminate this Interagency Agreement, in writing, at any time with no less than 30 days' prior notice. This Interagency Agreement shall automatically continue unless modified or terminated by the Parties.

Signatures Appear on the Following Page

IN WITNESS HEREOF, the Parties have executed this Interagency Agreement by and between Miami-Dade County, through its Juvenile Services Department and the Miami-Dade Circuit Advisory Board.

For : Miami-Dade Circuit Advisory Board (CAB)

_____ Date: JUNE 15, 2020

By: Rick Beasley
Title: Chair, CAB

For : Miami-Dade County, Juvenile Services Department

_____ Date: 6-17-2020

By: Morris Copeland, CPM
Tittle: Director

ATTEST:

MIAMI-DADE COUNTY
a political subdivision
of the state of Florida

HARVEY RUVIN, CLERK

BY: _____
DEPUTY CLERK

_____
Date: