



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#24-0028

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: February 6, 2024

TITLE: Resolution Approving a Memorandum of Understanding between the Office of the State Courts Administrator and the City of Fort Lauderdale, Florida, in an Amount not to Exceed \$100,000 for Community Court Expenses, and Authorizing the City Manager to Execute the Memorandum of Understanding - (Commission Districts 1, 2, 3 and 4)

Recommendation

Staff recommends the City Commission adopt a resolution approving a Memorandum of Understanding between the Office of the State Courts Administrator and the City of Fort Lauderdale, Florida, ("MOU"), in an amount not to exceed \$100,000, for community court expenses between July 01, 2023, through June 30, 2024, and authorizing the City Manager to execute the MOU.

Background

In 2019, Fort Lauderdale's Community Court was developed in collaboration with the Seventeenth Judicial Circuit Court of Florida, Broward County, Broward County Clerk of Courts, the Office of the Public Defender, the State Attorney's Office, and several service and treatment providers, including Henderson Behavioral Health. The purpose of Community Court is to address low-level misdemeanor offenses and violations of municipal ordinance by providing community service opportunities in lieu of incarceration.

In fiscal year 2023, Community Court assisted over one thousand individuals who came in on their own and forty-nine (49) Notice to Appear clients. Community Court has grown exponentially with over twenty (20) active service providers and over 1,200 referrals made for services. The Memorandum of Understanding is a one-time agreement providing funds to help cover community court expenses incurred from July 01, 2023, until June 30, 2024, and funding will be available on a reimbursable basis.

Resource Impact

There is a positive fiscal impact to the City in an amount not to exceed \$100,000. This item was approved on the Consolidated Budget Amendment CAM 23-0872, which was presented during the October 3, 2023, commission meeting.

Source:

ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-129-9300-521-331- 201-24GCOMMCT	FY24 Community Court Grant	Department of Justice – Public Safety	\$100,000	\$0	\$100,000
				TOTAL AMOUNT ►	\$100,000

Use:

Funds available as of January 10, 2023					
ACCOUNT NUMBER	PROJECT NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	PURCHASE AMOUNT
10-129-9300-521-30- 3199-24GCOMMCT	FY24 Community Court Grant	Services/Materials/ Other Professional Services	\$100,000	\$100,000	\$100,000
				PURCHASE TOTAL ►	\$100,000

Strategic Connections

This item is a *FY 2024 Commission* Priority, advancing the Housing Accessibility initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- Goal 2: Enable housing options for all income levels

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Community*.

Attachments

Exhibit 1 – Memorandum of Understanding

Exhibit 2 – Resolution

Prepared by: Luisa Agathon, Neighbor Support Manager

Charter Officer: Greg Chavarria, City Manager

- Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis
- EA** R-4 24-0193 Resolution Approving a Settlement Agreement and Release with Florida Power & Light Company, et al., to Receive Settlement Payment in the Amount of \$400,000.00 - (Commission Districts 1, 2, 3 and 4)
- 24-34
ADOPTED
- Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis
- LS** R-5 24-0172 Resolution Declaring Notice of Intent to Convey City-Owned Property Located at 800 NW 22 Road in the Northwest-Progresso-Flagler Heights Community Redevelopment Area to the Fort Lauderdale Community Redevelopment Agency and Setting a Public Hearing for March 19, 2024, Pursuant to Section 8.02 of the City Charter - (Commission District 3)
- 24-35
ADOPTED
- Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis
- PGB** R-6 24-0028 Resolution Approving a Memorandum of Understanding between the Office of the State Courts Administrator and the City of Fort Lauderdale, Florida, in an Amount not to Exceed \$100,000 for Community Court Expenses, and Authorizing the City Manager to Execute the Memorandum of Understanding - (Commission Districts 1, 2, 3 and 4)
- 24-36
ADOPTED
- Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis
- PGB** R-7 24-0189 City Clerk Annual Performance Review - (Commission Districts 1, 2, 3 and 4)
- 24-37
ADOPTED - 3% Merit Increase
- Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE STATE COURTS ADMINISTRATOR
AND
THE CITY OF FORT LAUDERDALE, FLORIDA**

THIS MEMORANDUM OF UNDERSTANDING (MOU) between the Office of the State Courts Administrator (OSCA) and the City of Fort Lauderdale, Florida (City) is to govern the disbursement of the State Financial Assistance appropriated by the Florida Legislature to reimburse the City for expenses associated with the Fort Lauderdale Community Court Program. This MOU shall be in support of Administrative Order 2019-75-Crim (AO), dated September 25, 2019, or any superseding order, and the Memorandum of Understanding between the Seventeenth Judicial Circuit Court of Florida (Circuit) and the City, executed on January 9, 2019.

The Agreement between the Parties:

1. The Florida Legislature appropriated funds to reimburse expenses incurred by the City to facilitate the Seventeenth Judicial Circuit Community Court Program in the City of Fort Lauderdale.
2. The MOU consists of the following document in order of precedence:
 - a. This MOU between OSCA and the City of Fort Lauderdale.
 - b. Administrative Order 2019-75-Crim dated September 25, 2019, or applicable superseding administrative orders.
 - c. The Memorandum of Understanding between the City and the Seventeenth Judicial Circuit Court of Florida, dated January 9, 2019.
3. Modifications of the provisions of this MOU shall be valid only when they have been reduced to writing and duly signed by both Parties. Modifications to the Budget (Attachment C) may be made by the OSCA Contract Manager without the need for a formal amendment to reflect future funding established through the appropriations process and subsequently identified in the OSCA's operating Budget.
4. This MOU shall be effective on the date it is signed by the last party authorized to sign and shall end at midnight on June 30, 2026. The MOU may be renewed for a period of up to three (3) years at the discretion of the OSCA, provided there is an active AO in place authorizing the Program.
5. This MOU may be terminated by either party by providing no less than thirty (30) calendar days' notice in writing to the other party unless a shorter period is mutually agreed upon between the parties.
6. The City shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the OSCA under this MOU in accordance with section 215.422, Florida Statutes, Rule 2.440, the Florida Rules of General Practice and Judicial Administration, the Reference Guide for State Expenditures, and Chapter 119, Florida Statutes. Upon demand, at no additional cost to the OSCA, the City will facilitate the duplication and transfer of any records or documents during the term of this Agreement and for a period of five (5) years after the end of this MOU. These records shall be made available at all

reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the OSCA.

7. At all reasonable times for as long as records are maintained, persons duly authorized by the OSCA and State and Federal auditors, pursuant to 2 CFR § 200.336, and section 215.97, Florida Statutes (the Florida Single Audit Act) shall be allowed full access to and the right to examine any of the City's related records and documents, regardless of the form in which kept.
8. The City shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General pursuant to section 20.055, Florida Statutes.
9. No record may be withheld, nor may the City attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers, or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying of any such record, provided that the OSCA's internal auditor states in writing that such records are needed for a properly authorized audit, examination, or investigation, and provided that the OSCA maintains the exempt or confidential status of any such record.
10. The City shall allow public access to all documents, papers, letters, or other public records as defined in Rule 2.420, Rules of General Practice and Judicial Administration, the DFS Guide to State Expenditures, and Chapter 119, Florida Statutes, made or received by the City in conjunction with this MOU except that public records made confidential by law must be protected from disclosure. It is expressly understood that the City's failure to comply with this provision shall constitute an immediate breach of this MOU for which the OSCA may unilaterally terminate the MOU.
11. In performing its obligations under this MOU, the City shall without exception be aware of and comply with all State and Federal laws, rules, and regulations relating to its performance under this MOU as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement, or compliance agreement involving the OSCA which by its nature affects the services provided under this MOU.
12. In performing its obligations under this MOU, the City shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the City nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the OSCA by virtue of this MOU, unless specifically authorized in writing to do so. This MOU does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this MOU.
13. The City at its sole expense shall provide commercial insurance or in the alternative, proof of self-insurance in accordance with Subsection 768.28(16)(a), Florida Statutes (2023), as may be amended or revised.
14. Each party shall notify the other of potential or actual legal actions pending against the respective party related to services provided through this MOU, or that may impact either party's ability to fulfil its obligations or that may adversely impact either party. The affected party shall notify the other party's Contract Manager within ten (10) days of becoming aware of the adverse or potentially adverse action, or from the day of the legal filing, whichever comes first.
15. This MOU is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action

regarding this MOU and venue shall be in Broward County, Florida. The parties waive any right to a jury trial in any litigation arising from or relating in any way to this MOU.

16. The parties must comply with the provisions of E-Verify under sections 448.09 and 448.095, Florida Statutes.
17. The parties agree to comply with the provisions of contracting with entities of foreign countries of concern under section 287.138, Florida Statutes.
18. If any term or provision of this MOU is legally determined unlawful or unenforceable, the remainder of the MOU shall remain in full force and effect and such term or provision shall be stricken.
19. The OSCA shall reimburse the City for expenses directly related to the Community Court Program in the City of Fort Lauderdale during the service performance periods of this MOU according to the terms and conditions of this MOU in an amount not to exceed that set forth in Attachment C, subject to the availability of funds, upon written acceptance of all services by the OSCA. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and allocation by the Chief Justice of the Florida Supreme Court. Any costs or services paid for under any other Contract or Agreement or from any other source are not eligible for payment under this Agreement.
20. The City will submit a reimbursement request within thirty (30) calendar days of the end of quarter for expenses incurred during the prior quarter. The reimbursement request must include an itemized listing of all expenses and the following statement: *"I certify that the information contained in this reimbursement request is true and correct, contains only allowable expenditures necessary to deliver the goods and services required under the Agreement, that the funds have not been used for any other purpose, and the expense has not been and will not be reimbursed by any other funding source."*
21. The City shall submit invoices for compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where payment for travel expenses is permitted by the Program, the City shall submit invoices for any travel expenses in accordance with section 112.061, Florida Statutes, or at such lower rates as may be provided in this MOU.
22. The final invoice for each State Fiscal Year shall be submitted to the OSCA no more than forty-five (45) days after the end of the State Fiscal Year or when Agreement ends or is terminated. If the City fails to do so, all rights to payment are forfeited and the OSCA will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this MOU may be withheld until performance of services and all reports required by the Program and necessary adjustments thereto, have been approved by the OSCA.
23. The terms and conditions of the Administrative Order 2019-75-Crim (Attachment A) are hereby incorporated into this MOU by reference.
24. The terms and conditions of the MOU between the Seventeenth Judicial Circuit Court of Florida and the City (Attachment B) are hereby incorporated into this MOU by reference.
25. The deliverable descriptions, minimum performance standards and financial consequences for this MOU are found in Section 2 of Attachment B to this agreement.
26. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the parties hereto have caused these four (4) page MOU to be executed by their undersigned officials as duly authorized.

THE CITY OF FORT LAUDERDALE

THE OFFICE OF THE STATE COURTS
ADMINISTRATOR

SIGNED
BY:

NAME: for Greg Chavarría
TITLE: City Manager

DATE: 3/7/24

SIGNED BY:

NAME: Sara K. Cunningham
TITLE: Deputy State Courts Administrator

DATE: _____

Approved as to form and correctness:

BY:

NAME: Paul G. Bangel
TITLE: Sr. Assistant City Attorney

DATE: March 4, 2024

VENDOR #: F59600319044

MFMP #: 59-6000319

**IN THE CIRCUIT COURT OF THE SEVENTEENTH
JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA**

Administrative Order No. 2019-75-Crim

**ADMINISTRATIVE ORDER ESTABLISHING A
COMMUNITY COURT IN THE SEVENTEENTH JUDICIAL CIRCUIT**

- (a) Pursuant to Article V, section 2(d) of the Florida Constitution and section 43.26, Florida Statutes, the chief judge of each judicial circuit is charged with the authority and the power to do everything necessary to promote the prompt and efficient administration of justice.
- (b) Florida Rule of Judicial Administration 2.215(b)(2) states that the chief judge is the “administrative officer of the courts within the circuit and shall, consistent with branch-wide policies, direct the formation and implementation of policies and priorities for the operation of all courts and officers within the circuit.”
- (c) Florida Rule of Judicial Administration 2.215(b)(3) states that the chief judge “shall, considering available resources, ensure the efficient and proper administration of all courts within [this] circuit.”
- (d) House Bill 7125, passed by the Florida Legislature and signed into law by Governor Ron DeSantis, permits each judicial circuit to create a community court program for defendants charged with certain criminal offenses, effective October 1, 2019.
- (e) The creation of a community court within the Seventeenth Judicial Circuit will address the needs of at-large, homeless and low-level first time and repeat misdemeanants and municipal ordinance offenders. The focus of community court will be to address root causes of each defendant’s behavior and to apply a therapeutic and community service based component to punishment.

SPECIFIC FINDINGS AND GOALS OF COMMUNITY COURT

- (1) **Active cooperation.** Problem-solving courts require the active cooperation of criminal justice and community partners and corresponding resources to respond to crime and safety issues, hold individuals accountable for their conduct, address defendants’ needs and the underlying causes of their criminal behavior, improve the quality of life in communities, and administer justice. Each participant of the community court will be required to take an active role to effect the mission of problem-solving courts.

(2) **Combine punishment with help.** By permanently altering the behavior of chronic offenders, social service providers and corresponding programs are integral to crime control. Encouraging offenders to take control of and overcome their problems honors a community's ethical obligation to individuals who fail to abide by its laws because they have lost control of their lives.

(3) **Give the community a voice in shaping restorative sanctions.** Successful and effective community courts open a dialogue with neighbors and community leaders by seeking their input in developing appropriate community service projects. Broward County and its various municipalities currently offer many services necessary for a successful community court.

(4) **Recognize that communities are victims.** Quality-of-life crimes damage communities. If left unaddressed, low-level offenses erode communal order, leading to disinvestment, neighborhood decay, and an atmosphere in which serious crime will inevitably flourish. A community court acknowledges this reality and seeks to prevent such communal erosion.

(5) **Use punishment to pay back the community.** Standard sentences for misdemeanor and violations of municipal ordinances that involve incarceration, monetary fines, and probation may punish offenders, but such penalties do little to correct the behavior of the offender or improve the quality of life for the offender and local community.

(6) **Open social services at the court to residents.** Non-offender residents of the community can reap benefits from educational, job training, and counseling programs provided by a community court, and the court, by opening its doors to community-based treatment and services, is a resource for a wide range of needs to benefit local communities.

ACCORDINGLY, consistent with these findings and goals, and in accordance with the authority vested in the chief judge by Article V, section 2(d) of the Florida Constitution, section 43.26, Florida Statutes, and Florida Rule of Judicial Administration 2.215 it is hereby **ORDERED, effective October 1, 2019:**

I. GENERAL PROVISIONS

(1) There is created in the Seventeenth Judicial Circuit a specialized division within the criminal division of the county court to be known as Community Court.

ATTACHMENT A – ADMINISTRATIVE ORDER 2019-75-CRIM

- (2) The Community Court is established to:
- a. Provide a non-adversarial approach to handling certain misdemeanor offenses and municipal ordinance violations.
 - b. Promote cooperative agreements among Broward County municipalities and the Seventeenth Judicial Circuit stakeholders, including the Clerk of Court, State Attorney's Office, Office of the Public Defender, and Broward Sheriff's Office, with various governmental and private for-profit and not-for-profit service and treatment providers.
 - c. Increase offender accountability and reduce recidivism rates of repeat offenders by providing alternative sanctions from incarceration for certain offenses, including community service, admission to and compliance with treatment plans, such as mental health and/or substance abuse treatment, and other community-based initiatives, thus reducing overall criminal justice and incarceration costs.
 - d. Increase and ensure the public trust and confidence in the criminal justice and judicial systems by streamlining case processing in a personalized manner to address the needs of each offender.
 - e. Enhance the quality of life for all residents of Broward County.
 - f. Address specific needs of each eligible offender by linking such individuals to appropriate treatment and social services.
- (3) The first Community Court in the Seventeenth Judicial Circuit will be located in the City of Fort Lauderdale ("City") at a facility designated and provided by the City. Additional Community Court locations may be established in other Broward County municipalities where a need for such program and corresponding services is established. The Community Court will conduct proceedings as determined by the Chief Judge in consultation with each municipality where a community court may be established. The Chief Judge will designate judicial officers who shall preside over Community Court proceedings.
- (4) The Clerk of Court shall prepare Community Court dockets and provide an in-court clerk to be present during all Community Court proceedings.

(5) The Broward Sheriff's Office and each municipality where a community court may be established will work in coordination with the Chief Judge to provide security during all sessions of Community Court.

(6) Each municipality where a community court is established will provide a City Attorney prosecutor to address violations of the City's municipal ordinances and will have an attorney or attorneys available for appointment to represent indigent defendants who are eligible for, and who have elected to participate in, Community Court.

(7) The State Attorney will provide an attorney or attorneys during Community Court proceedings to address violations of state law.

(8) The Public Defender will provide an attorney or attorneys during Community Court proceedings who will represent indigent individuals who are charged with violating state law and who are eligible for, and who have elected to participate in, Community Court.

(9) Broward County and each municipality where a community court is established shall work cooperatively to provide on-site social services to assist Community Court participants, including drug and alcohol and behavioral and mental health treatment providers, entities responsible for providing governmental assistance, including identification cards and driver's license opportunities, and any other agreed-upon social services.

II. ELIGIBLE OFFENSES AND PARTICIPATION IN COMMUNITY COURT

- (1) To be eligible for participation in Community Court, an individual must:
- a. Have been charged with a non-violent misdemeanor or violation of a municipal ordinance, including those offenses set forth in Section II(2) of this Administrative Order;
 - b. Reside in the municipality where a community court is established;
 - c. Have a non-violent criminal history and not be considered a "violent offender" as defined in 34 U.S.C. § 10613, unless such criminal history is too remote in time; and
 - d. Volunteer to participate in Community Court.

ATTACHMENT A – ADMINISTRATIVE ORDER 2019-75-CRIM

(2) The following municipal ordinance and state law violations may be addressed through Community Court:

a. Municipal Ordinance Violations.

- i. Trespass
- ii. Disorderly Conduct / Disturbing the Peace
- iii. Public Intoxication / Open Container Violation
- iv. Sleeping on the Beach or in Public Places
- v. Public Indecency
- vi. Health Safety Violations
- vii. Vandalism
- viii. Obstructing Traffic
- ix. Panhandling

b. State Law Violations.

- i. Misdemeanor drug possession (20 grams or less), § 893.13, Fla. Stat.
- ii. Resisting Arrest, § 843.02, Fla. Stat.
- iii. Simple Assault, § 784.011, Fla. Stat.
- iv. Petit Theft, § 812.014, Fla. Stat.
- v. Loitering and Prowling, § 856.021, Fla. Stat.
- vi. Defrauding an Innkeeper, § 509.151, Fla. Stat.

c. Any other offense or offenses designated by the Chief Judge.

(3) An individual satisfying the eligibility requirements may be referred to Community Court by:

- a. A notice to appear issued by a law enforcement officer for an offense committed in a municipality where a community court has been established.
- b. A Broward County Court Judge so long as the offense charged is one of the enumerated offenses above and it is alleged that said offense occurred in a municipality where a community court has been established.
- c. A social service agency or law enforcement officer for a resident of a municipality where a community court has been established who is not charged with an offense but who is in need of and willing to participate in a program or service provided by the Community Court.

- (4) Case Managers provided by each municipality where a community court is established and/or Broward County and/or other local services providers to the Community Court will staff the Community Court and provide software to monitor cases in order to ensure the offender completes a program or community service, and fulfills any penalty or case management plan imposed by the Court.
- (5) The Court will monitor individual cases assigned to Community Court.

III. ADVISORY COMMITTEE

- (1) The Seventeenth Judicial Circuit Community Court Advisory Committee is hereby created and shall be comprised of the following:
 - a. Chief Judge or Community Court Judge designated by the Chief Judge, who shall act as chair
 - b. State Attorney or designee
 - c. Public Defender or designee
 - d. Community Court Resource Coordinator
 - e. City Prosecutors and City Public Defenders
 - f. Community-based treatment providers
 - g. A representative from the Mayor's office in the municipality where a community court has been established

(2) Each community court session shall be attended by all members of the Advisory Committee, as appropriate. The Advisory Committee shall review each case and may make recommendations to the judge, including appropriate sanctions and treatment solutions for the defendant. In all instances, the judge shall make the final decision concerning sanctions and treatment with respect to each defendant.

This Administrative Order supersedes and vacates Administrative Order 2019-1-Crim on October 1, 2019.

DONE AND ORDERED in Chambers, Fort Lauderdale, Broward County, Florida, this 25th day of September, 2019.

/s/ Jack Tuter
Jack Tuter, Chief Judge

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein MOU) is entered into between the SEVENTEENTH JUDICIAL CIRCUIT COURT OF FLORIDA (herein CIRCUIT) and CITY OF FORT LAUDERDALE, FLORIDA (herein CITY) at Fort Lauderdale, Broward County, Florida.

WHEREAS, the CIRCUIT created and intends to operate a specialized court known as Community Court within the jurisdictional limits of the CITY to address the needs of at-large, homeless and low-level first time and repeat misdemeanants and municipal ordinance offenders.

WHEREAS, Community Court is a collaborative effort of the Seventeenth Judicial Circuit Court of Florida, the City of Fort Lauderdale, Broward County, the Office of the Public Defender, the State Attorney's Office, and several local service and treatment providers. It is an innovative approach to handling certain low-level misdemeanor crimes and violations of municipal ordinances and is designed to engage the community and help offenders and participants address the kinds of problems that often underlie criminal behavior. Community Court stakeholders recognize that low level offenses are rooted in social circumstances, such as homelessness, mental health issues, unemployment, and chemical dependency.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions promises, and covenants hereinafter set forth, the CIRCUIT and CITY agree as follows:

1. Definition.

- 1.1. "Memorandum of Understanding" or "MOU" means the document executed by the parties that sets forth the duties and responsibilities of each party. The parties to the MOU are the CIRCUIT and CITY.
- 1.2. "CIRCUIT" means the Seventeenth Judicial Circuit Court of Florida that is a State Courts System entity.
- 1.3. "CITY" means the City of Fort Lauderdale, a municipal government.
- 1.4. "Community Court" means the specialized court created by the CIRCUIT and which operates within the jurisdictional limits of the CITY to address the needs of at-large, homeless and low-level first time and repeat misdemeanants and municipal ordinance offenders.
- 1.5. "Community Court Coordinator" means the individual employed by the CITY who is to provide services as contemplated by this MOU.

2. Scope of Services by the Parties.

- 2.1. CIRCUIT will provide the following at all sessions of Community Court:
 - 2.1.1. A judge to preside over sessions of the Community Court
 - 2.1.2. A stenographic court reporter to transcribe Community Court proceedings, as required by law, or an electronic device capable of recording proceedings.
 - 2.1.3. Interpreters to assist non-English speaking or limited-English-proficient litigants, as needed.
 - 2.1.4. Assure that a representative of the Clerk of Court is present to maintain a record of the court proceeding.
- 2.2. CITY will provide the following:

ATTACHMENT B – JANUARY 9, 2019 MOU

- 2.2.1. A centralized location within the City of Fort Lauderdale at which sessions of Community Court may take place, including space dedicated for Community Court service providers.
- 2.2.2. An attorney to prosecute violations of the CITY's municipal ordinances.
- 2.2.3. An attorney or attorneys who may be appointed by the court to represent indigent individuals charged with a violation of the CITY's municipal ordinance(s) and who are eligible for participation in Community Court.
- 2.2.4. Security personnel at all sessions of Community Court.
- 2.2.5. A Community Court Coordinator who is to:
 - 2.2.5.1. Attend all sessions of Community Court.
 - 2.2.5.2. Act as a liaison between participants of Community Court and service providers to ensure Community Court participants obtain timely access to the most appropriate community services.
 - 2.2.5.3. Maintain a list of Community Court service providers and stay informed of provider services, wait lists, and staffing issues.
 - 2.2.5.4. Participate in the recruitment of new service providers.
 - 2.2.5.5. Assist the judge presiding at Community Court by coordinating services for Community Court participants and facilitating collaboration among community services providers and other Community Court stakeholders.
 - 2.2.5.6. Act as a liaison between the Center for Court Innovation (herein Center) and the Circuit, as it relates to any grant funding provided by the Center for the operation of the Community Court.
 - 2.2.5.7. Provide all necessary documentation to the Center as required by the Grant Agreement entered into between the City and the Center.

3. Relationship of the Parties.

- 3.1. The parties agree this MOU is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the CIRCUIT and CITY.
- 3.2. CITY is a public municipality and entity independent from the CIRCUIT and is *wholly* responsible for the manner in which it performs the services as required by the terms of this MOU.
- 3.3. CITY shall be responsible for all costs of the Community Court Coordinator. The CIRCUIT is not a principal, agent, or employer of any of the CITY's staff, including the Community Court Coordinator.
- 3.4. The Community Court Coordinator is an employee of the CITY who will be subject to the CITY's personnel rules and regulations, including adhering to CITY's normal hours of operation, and to all applicable policies of the CIRCUIT.
- 3.5. CITY shall be responsible for any and all payroll issues regarding the person it assigns as Community Court Coordinator and will directly pay the Community Court Coordinator's total compensation less appropriate deductions and will bear the cost of any employee benefits, including all payments due as an employer's contribution under State Worker's Compensation laws, federal social security laws, and other applicable laws.
- 3.6. CITY will be responsible for monitoring the Community Court Coordinator's hours of work.

ATTACHMENT B – JANUARY 9, 2019 MOU

4. Termination.

4.1. This MOU is subject to appropriate funding, and if such funding becomes unavailable, this MOU may be terminated with the mutual consent of the parties, which consent may not be unreasonably withheld.

4.2. The failure of the CIRCUIT or CITY to comply with the terms of this MOU may constitute a material breach of the MOU. Thereafter, any non-breaching party may terminate the MOU upon thirty (30) days' notice of the breach. During the thirty (30) day period, the party in breach may cure the breach and the determination of whether the breach was cured shall be in the sole discretion of the non-breaching party.

4.3. The CIRCUIT or CITY may terminate this MOU for convenience upon thirty (30) days' written notice of such termination to the other party.

5. Indemnification.

5.1. CITY shall be liable for all actions of its agents, employees, partners, or subcontractors, including the Community Court Coordinator, and shall indemnify, defend, and hold harmless the State of Florida and the CIRCUIT from all suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to personal injury and damage to real or personal tangible property caused by the CITY, its agents, employees, partners or subcontractors, including the Community Court Coordinator; provided however, the CITY shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CIRCUIT. Notwithstanding, nothing contained in this MOU shall be considered a waiver of the rights, privileges, limitations or immunities afforded the CITY or CIRCUIT as defined in section 768.28, Florida Statutes, as may be superseded or amended from time to time.

5.2. CIRCUIT shall be liable for all actions of its agents, employees, partners, or subcontractors and shall indemnify, defend, and hold harmless the City, and its officers, employees, agents, and volunteers from all suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to personal injury and damage to real or personal tangible property by the CIRCUIT, its agents, employees, partners or subcontractors; provided however, that CIRCUIT shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY. Notwithstanding, nothing contained in this MOU shall be considered a waiver of the rights, privileges, limitations or immunities afforded the CITY or CIRCUIT as defined in section 768.28, Florida Statutes, as may be superseded or amended from time to time.

6. **Governing Law.** This MOU shall be construed under and be governed by the laws of the State of Florida.

7. **No Third Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

8. **Laws and Regulations.** The CITY and CIRCUIT will comply with all laws, ordinances, and regulations applicable to the services required by this MOU.

9. **Public Records.** The CITY and CIRCUIT shall maintain all records made or received in connection with this MOU and Community Court in accordance with the requirements of Florida Rule of Judicial Administration 2.420 and related laws.

ATTACHMENT B – JANUARY 9, 2019 MOU

10. **Notice.** All notices required under this MOU shall be delivered by electronic mail to the CIRCUIT and CITY at the email address(es) designated by each party below. Any designated recipient must notify the others, in writing, if another individual is designated as the recipient to receive notice as required by the terms of this MOU or if an email address changes.

Designate recipient for the CIRCUIT: contracts@17th.flcourts.org

Designated recipient for the CITY: CharlesS@fortlauderdale.gov and
CLagerbloom@fortlauderdale.gov

11. **Term of Agreement.** This MOU shall be effective upon full execution by the CITY and CIRCUIT. It shall remain in effect until terminated by either party as set forth in paragraph 4 above.

12. **Assignment.** Neither the CIRCUIT nor CITY may sell, assign or transfer any of its rights, duties or obligations under this MOU without the prior written consent of the other party. This provision is not intended to require consent upon the transition to any subsequent Trial Court Administrator or Chief Judge.

13. **Venue.** Any and all suits for any and every breach of this MOU must be instituted and maintained in a court of competent jurisdiction in Broward County, Florida.

14. **Construction and Headings.** The headings contained herein are for convenience only and are not to be utilized in construing the provisions contained herein. Each party has reviewed and revised this MOU. The rule of construction that ambiguities are to be construed in favor of the non-drafting party shall not be employed in the construction of this MOU.

15. **Severability.** The terms and conditions of this MOU shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this MOU shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the MOU impossible to perform.

16. **Multiple Originals.** This MOU may be executed in counterparts with each copy being deemed an original.

17. **Parties Understanding.** This MOU constitutes the entire understanding of the parties. Any modifications to this MOU must be in writing and signed by the parties.

**THIS SPACE LEFT BLANK INTENTIONALLY
SIGNATURES APPEAR ON THE FOLLOWING PAGE**

ATTACHMENT B – JANUARY 9, 2019 MOU

Seventeenth Judicial Circuit Court of Florida

By: [Signature] Date: 1/9/18
Jack Tuter, Chief Judge

By: [Signature] Date: JAN - 8 2019
Kathleen R. Pugh, Esq.
Trial Court Administrator

Approved as to local Form and Sufficiency

By: [Signature] Date: 1/8/19
Joseph M. D'Amico

The City of Fort Lauderdale

[Signature] 12/27/18
Lee R. Feldman
City Manager
Date

[Municipal Seal]

ATTEST:

[Signature] _____ Date
Jeffrey A. Modershi
City Clerk

Approved as to form:
Alain E. Boileau,
City Attorney

By: [Signature] 12/26/18
Bradley H. Weissman
Assistant City Attorney
Date

ATTACHMENT C - VALUE STATEMENT AND BUDGET

1. The table below shall constitute the approved MOU Budget. The OSCA Contract Manager, at his or her sole discretion, may update the budgets without a formal amendment to the MOU to add appropriations each SFY, to move funds between line items, and add new approved expenditures. The total of the budget may never exceed the total appropriated by the Legislature each SFY, unless the General Appropriations Act approves a "reappropriation" of the unspent funds from a previous SFY, which shall be noted on the Agreement budget.

TABLE 1 -VALUE STATEMENT AND SFY ALLOCATIONS				
Line	Description	Recurring	Non-Recurring	Total
1	Year 1, SFY 23/24, Ch. 2023-239, Section 7, Line 3313	\$0.00	\$100,000.00	\$100,000.00
2	Year 2, SFY 24/25	TBD	TBD	TBD
3	Year 3, SFY 25/26	TBD	TBD	TBD
4	Renewal 1, SFY 26/27	TBD	TBD	TBD
5	Renewal 2, SFY 27/28	TBD	TBD	TBD
6	Renewal 3, AFY 28/29	TBD	TBD	TBD
7	TOTAL VALUE	\$0.00	\$100,000.00	\$100,000.00

2. Approved Operations Budget. Payments made under this Agreement may not exceed the amounts shown for each category.

TABLE 2, SFY 2023/2024 DIRECT EXPENSES BUDGET		
LINE #	EXPENSE ITEM	ESTIMATED ANNUAL EXPENSE
1	Contracted Services	\$60,000.00
2	Office Supplies	\$10,000.00
3	Client Supplies and Expenses	\$10,000.00
4	Space Rental	\$10,000.00
5	Client Transportation-Other	\$5,000.00
6	Travel-Staff and Providers	\$5,000.00
7	TOTAL	\$100,000.00

3. Salaries and Benefits and Administrative or Indirect Costs are not reimbursable under this MOU.



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

21

Today's Date: 2/22/2024

DOCUMENT TITLE: THE OFFICE OF THE STATE COURTS ADMINISTRATOR – MEMORANDUM OF UNDERSTANDING FOR COMMUNITY COURT EXPENSES

COMM. MTG. DATE: 2/6/2024 CAM #: 24-0028 ITEM #: R-6 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CMO Router Name/Ext: L. Palmero/4246 # of originals routed: 2 Date to CAO: 2/20/24

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 3/4/2024 Paul G. Bangel PGB
Attorney's Name Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 03/04/24

4) City Manager's Office: CMO LOG #: MARIS Document received from: CCO 3/6/24

Assigned to: GREG CHAVARRIA
ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN

PER ACM: A. Fajardo (Initial/Date) S. Grant (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to Mayor CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 2 originals to: L. Palmero/CMO-NS/Ext. 4246

Attach ___ certified Reso # _____ YES NO Original Route form to J. Larregui/CAO