

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 POMPANO BEACH, FLORIDA (herein CITY).

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 Pompano Beach, 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 that occurred within the City's limits 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 Pompano Beach, a municipal corporation of the State of Florida.

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. Interpreters to assist non-English speaking or limited-English-proficient litigants, as needed.

2.1.3. 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:

- 2.2.1. A centralized location within the City of Pompano Beach 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.

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.

4. Termination.

- 4.1. 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.

4.2. 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 General Practice and Judicial Administration 2.420 and related laws.

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: Cassandra.rhett@copbfl.com

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**

Seventeenth Judicial Circuit Court of Florida

By: _____ Date: _____
Jack Tuter, Chief Judge

By: _____ Date: _____
Kathleen R. Pugh, Esq.
Trial Court Administrator

Approved as to Legal Form and Sufficiency

By: _____ Date: _____
Elana Horowitz Fornaro, Esq.
General Counsel

The City of Pompano Beach

By: _____ Date: _____
Rex Hardin, Mayor

[Municipal Seal]

ATTEST:

Asceleta Hammond Date
City Clerk

Approved as to Legal Form and Sufficiency

By: _____ Date: _____
Mark E. Berman, Esq.
City Attorney