



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: November 20, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *tomlu for MC*

FROM: Ana Alves, Senior Acquisition Agent
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of License Agreement by and between Orange County, Florida and Bay Area Youth Services, Inc., d/b/a BAYS Florida, and authorization for the Manager of the Community and Family Services Department to exercise renewal options, and furnish notices, required, or allowed by the License Agreement, as needed.

PROJECT: BAYS Florida
Juvenile Assessment Center
823 W. Central Boulevard, Orlando, Florida 32805
Lease File #10080

District 6

PURPOSE: To provide space inside the Juvenile Assessment Center for community and family services.

ITEM: **License Agreement**
Revenue: None/Services Provided
Size: Space within the Juvenile Assessment Center
Term: Twelve months from effective date
Options: Two, One-year renewals

APPROVALS: Real Estate Management Division
 County Attorney's Office
 Risk Management Division
 Facilities Management Division
 Community and Family Services Department

REMARKS: This new License Agreement with BAYS Florida, is for facility use at the Juvenile Assessment Center located at 823 W. Central Boulevard, Orlando, Florida 32805.

BAYS Florida provides supervision and monitoring for youth that are on in-home detention, to reduce the number of failures to appear, and to ensure that they do not commit new violations while waiting for their court date.

The Board desires that the properties owned and managed by the County be used in a manner that publicly benefits the County's residents.

Project: BAYS Florida - JAC
Lease File #10080

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

DEC 12 2023

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “**Agreement**”) is made as of the date last executed below (the “**Effective Date**”) and entered into by and between ORANGE COUNTY, FLORIDA a charter county and political subdivision of the State of Florida (“**County**”), and BAY AREA YOUTH SERVICES, INC., a Florida not-for-profit corporation, d/b/a BAYS Florida (“**Agency**”).

RECITALS

WHEREAS, the Board of County Commissioners (the “**Board**”) desires that the facility owned and managed by the County be used in a manner that publicly benefits the County’s residents; and

WHEREAS, the Board has designated the Manager of the Community and Family Services Department to be responsible for arranging, managing, and supervising the public use of the County’s facility by the County’s residents; and

WHEREAS, the Board finds that County’s residents benefit from the use of the County’s facility by certain community not-for-profit agencies using the facilities to provide services that publicly benefit the County’s residents and therefore desires to enter into license agreements with those community not-for-profit agencies; and

WHEREAS, the Agency is a community not-for-profit agency that wishes to use one of the County’s facilities the Manager of the Community and Family Services Department, using the discretionary authority granted to him/her by the Board, has determined that the Agency’s services provide a substantiated, public benefit to the County’s residents.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

Section 1. Premises. County is the owner in fee simple of certain property known as The Juvenile Assessment Center, located at 823 W. Central Blvd, Orlando, Florida 32805, whose Parcel ID is 26-22-29-4071-00-010 (the “**Facility**”). In consideration of the services to be performed by Agency, County will lease to the Agency a portion of the Facility containing approximately 400 square feet of space (the “**Premises**”), as is more particularly shown in **Exhibit “A”** attached hereto and thereby made a part of this Agreement.

Section 2. Term. The term of this Agreement shall commence upon the Effective Date and shall expire at the end of the twelfth (12th) full month after such date (“Term”). Agency may request renewal of this Agreement for up to two (2) additional consecutive terms of one (1) year each by providing written notice to County at least ninety (90) calendar days prior to the expiration of the applicable term. Decisions pertaining to such renewal shall be at County’s sole discretion. County’s Manager of the Real Estate Management Division or his/her designee shall have the authority to approve any renewal.

Section 3. Rent. In lieu of rental, and as consideration for the use and occupancy of the Premises during the Term, Agency shall provide the services set forth in Paragraph 6, Permitted Use, herein.

Section 4. Insurance. Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of the Agreement and any extensions or renewals thereof the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County’s review or acceptance of insurance maintained by Agency is not intended to and shall not in any manner limit or qualify the liability or obligations assumed by the Agency under this Agreement. The Agency shall require and ensure that all contractors or subcontractors providing services or performing work on the Premises procures and maintains until the completion of their respective services insurance of the types and to the limits specified herein. All insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and must possess a current A.M. Best’s Financial Strength Rating of A- Class VIII or better.

Required Coverage:

- a. Commercial General Liability - Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million dollars) per occurrence. Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Contractual Liability, or Separation of Insureds. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Agency agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.
- b. Business Automobile Liability – Agency shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as

filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Agency does not own automobiles, the Agency shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- c. Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability.

The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Agency shall notify the County not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. To maintain compliance with the aforementioned insurance requirements the Agency shall immediately provide evidence of replacement coverage to the County or its certificate management representative.

Agency, at all times, shall:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of Orange County and shall be held responsible for replacing or repairing any such loss or damage. Orange County shall not be responsible for any damage or disappearance of any property owned by the Agency and brought or stored at the Premises.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

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The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract. In addition to the certificate(s) of insurance the Agency shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective Contract number. The certificate holder and additional insured shall read:

Orange County, Florida
Attn: Risk Management Division
109 East Church Street, Suite 200
Orlando, Florida 32801

Section 5. Indemnification. To the fullest extent permitted by law, the Agency shall defend, indemnify and hold harmless the County its officials and employees from any and all losses and expenses, claims and damages, demands, suits or other actions or any liability whatsoever, including reasonable attorney's fees and costs arising out of or resulting from the performance or failure to perform its operations, obligations and responsibilities associated with the operation, use, care and maintenance of the Premises.

To the fullest extent permitted by Section 768.28, Florida Statutes, the County shall release, defend, indemnify and hold harmless the Agency, its officials and employees from all losses and expenses, claims and damages, demands, suits or other actions or any liability attributable to its negligent acts or omissions or those of its officials and employees acting within the scope of their employment or arising from the County's negligent performance associated with the operation, care, use and maintenance of the Facility. Nothing contained herein shall constitute a waiver of the County's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

The foregoing shall not constitute an agreement by either the Agency or County to assume liability for the acts, omissions and/or negligence of the other party.

Section 6. Permitted Use. Agency shall use the Premises for Office space for its Supervised Release Program, as outlined in Exhibit "B."

Section 7. Utilities. County shall provide all utilities for the Premises, including electrical, water, sewer, fire protection service, or any other cost that the local utility company may add to its monthly utility bill during the duration of the Term.

Section 8. Care of Premises. County shall maintain the Premises and shall be responsible for all costs and maintenance, operations, system repair, and janitorial services, etc.

Section 9. Parking. County hereby grants to Agency non-exclusive use of the general parking facilities adjacent to and/or located at the Premises. Said parking to be available to Agency's employees, volunteers and clients during the times during which the Agency operates. No vehicle abandoned or disabled or in a state of non-operation or disrepair shall be left upon the property of the County, and Agency shall enforce this restriction against Agency's employees, volunteers agents, visitors, licensees, invites, contractors and customers. No overnight parking is permitted without prior written consent of County.

Section 10. Keys to Premises. The County's Youth and Family Services Division shall be responsible for issuing keys, or replacement of keys, to Agency for the Premises. County's Community and Family Services shall also be responsible for changing locks for the Premises if needed. Agency shall notify County of any need to replace keys and/or change the locks and shall be solely responsible for the cost of replacing lost keys and/or changing the locks on the Premises during the Term.

Section 11. Interruption of Service. County does not warrant that any services to be provided by County, or any third party, will be free from interruption due to causes beyond County's reasonable control. In the event of temporary interruption of services or unavoidable delays in the making of repairs by a third party, the same shall not be deemed an eviction or disturbance of Agency's use and possession of the Premises nor render County liable to Agency for damages. Unavoidable delays shall be deemed to include delays in the performance of any of the obligations under the terms of this Agreement resulting from acts of God, strikes, lockouts or other disturbances; acts of civil disobedience; orders of any kind of the government of the State of Florida or the United States of America or any of their departments, agencies or officials, or any civil or military authority, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

Section 12. Compliance with Laws and Regulations. Agency shall comply with all Federal, State, County and City laws, ordinances, rules and regulations affecting or respecting the use or occupancy of the Premises by the Agency or the operations at any time thereon transacted by the Agency, and Agency shall comply with all reasonable rules which may be hereafter adopted by County for the protection, welfare and orderly management of the Premises and County's program.

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Section 13. Warranty of Quiet Enjoyment. Agency, upon keeping and performing its obligations under this Agreement, shall peacefully and quietly hold, occupy, and enjoy the Premises during the term hereof.

Section 14. Eminent Domain. If the whole or any part of the property of which the Premises is a part, shall be taken by any public authority under the power of eminent domain, so that the Agency cannot continue to operate its services in the Premises, then the term of this Agreement shall cease as of the day possession is taken by such public authority. The amount awarded for any taking under the power of eminent domain shall belong solely to and be solely the property of the County.

Section 15. Waiver. No waiver of any of the covenants and agreements herein contained or of any breach thereof shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any time of the same or of any other covenants and agreements hereof.

Section 16. Notices. Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County: Orange County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AND

Youth and Family Services Division Manager
Orange County Youth and Family Services Division
1758 East Michigan Street
Orlando, Florida 32806

To the Agency: BAYS Florida
Sarah Barsalou
BAYS Florida
P.O. Box 1538
Mango, Florida 33550

All notices shall be in writing and shall be sent by certified mail, postage prepaid or by personal delivery.

Section 17. Fixtures and Alterations. Agency shall not, without County's prior written consent, build, construct, change modify or otherwise make any improvements to the Premises, or attach any fixtures in or to the Premises. Failure to receive such prior written consent for such improvements shall be considered a breach of this Agreement, and grounds for termination. Agency shall not alter or make additions to the Premises, nor attach or affix any article hereto, nor permit any annoying sound device, or deface the Premises, except as provided herein.

Section 18. Redelivery of Premises. Agency shall, on the expiration of this Agreement, deliver the Premises in as good order and condition as it now is or may be put by County, with the exception of reasonable use and ordinary wear and tear thereof or damage by unavoidable casualty, and Agency shall promptly surrender all keys to the Premises to County.

Section 19. Access to Premises. Agency shall have unlimited access to the Premises during normal business hours. County, however, shall have no liability to Agency, its employees, volunteers agents, invitees or licensees for losses due to theft or burglary (unless caused by the negligent acts or omissions of the County or its authorized agent) or for damages done by unauthorized persons on the Premises and County is not required to insure against any such losses. County shall not at any time be liable for damage to any property in or upon the Premises which results from power surges or other deviations from the constancy of electrical service or from gas, smoke, water, rain, ice or snow which issues or leaks from or forms upon any part of the Premises. Agency shall cooperate fully in County's efforts to maintain security within the Premises and shall follow all regulations promulgated by County with respect thereto.

Section 20. Signs. County may, but shall not be obligated to, install signage along the main road. Agency shall not install or locate signs in the windows and doors of the Premises or any other part of the Premises.

Section 21. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the litigation.

Section 22. Assignment, Subletting, Use of Premises by Other Providers. Agency may not assign or encumber its interest in this Agreement or in the Premises, or sublease all or any part of the Premises, to any other entity to occupy or use all or any part of the Premises without County's prior written approval.

Section 23. County's Right of Entry. County and County's authorized representatives shall, upon at least twenty-four (24) hours' notice to Agency or Agency's authorized representatives, have the right to enter the Premises for any of the following purposes: to determine whether the Premises are in good condition and whether Agency is complying with its obligation under this Agreement; or, to serve, post or keep posted any notices required or allowed under the provisions of this Agreement or, to make repairs to the Premises. County shall have the right to waive such notice requirement in an emergency situation. County shall not be liable in any manner for any inconvenience, disturbance, nuisance or other damage arising out of County's entry on the Premises, except damage resulting from the acts or omissions of County or its authorized representatives.

Section 24. Cleanliness of Premises. Agency will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash or hazardous materials or contaminants in the Premises or in or around the building (including the parking lot) of which the Premises form a part. Agency shall immediately notify County and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occurs, and shall take complete corrective action to clean and remove the material and restore the premises in compliance with procedures established by such authorities, and shall provide appropriate evidence of compliance.

Section 25. Holdover. If the Agency remains in the Premises beyond the expiration or earlier termination of the Term, the tenancy may be extended on a month-to-month basis under the same terms and conditions of this Agreement. County's Manager of the Real Estate Management Division or his/her designee shall have the authority to approve any such holdover.

Section 26. Radon Gas - Notice to Prospective Agency. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit, pursuant to Section 404.056(8), Florida Statutes.

Section 27. Mold - Notice to Prospective Agency. Agency agrees to hold County harmless in the event any mold contaminants are discovered on the Premises. Agency understands mold is a naturally occurring microbe and that mold should pose no health threat

unless concentrated in high level in a living environment. The County agrees that in the event mold-like contamination is discovered, this condition will be reported to the Agency.

Section 28. Governing Law/Venue; Attorneys Fees; Waiver of Jury Trial. The Laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Any litigation regarding the terms or conditions of this Agreement shall take place in the Circuit Court of the Ninth Judicial Circuit of the State of Florida. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HERewith.

Section 29. Early Termination. At any time during the Term or any renewals or extensions thereof, County shall also have the right – in addition to the right of termination provided to County in Section 30 of this Agreement below (i.e. upon a default by Agency) – to terminate this Agreement, upon not less than one hundred eighty (180) days’ prior written notice to Agency, in the event that County (in its sole discretion) has another *bona fide* public purpose for which County desires to use the Premises, which use and public purpose would be inconsistent (as determined by County in its sole discretion) with the Agency’s continued use and occupancy of the Premises pursuant to this Agreement.

Section 30. Default. The following shall be considered an “Event of Default”, and grounds for termination;

- a. Loss of status by Agency as a charitable organization under Section 501(c)(3) of the Internal Revenue Code;
- b. Failure of Agency to maintain insurance as required by this Agreement, or any amendment hereto; or
- c. Failure of Agency to perform or adhere to any of the provisions of this Agreement.

In the event of default by Agency, County shall provide Agency written notice of default specifying the nature of the default and an opportunity to cure within fifteen days of delivery of such notice. However County shall have no obligation to provide an opportunity to cure if the default (i) has been the subject of two prior notices of default, or (ii) is of such nature that, in the

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opinion of County, to continue the Agreement would create a serious risk to human safety and welfare.

Section 31. Recording. This Agreement may not be recorded in the official public records of Orange County.

Section 32. Entire Agreement. This Agreement and its Exhibits constitute the entire Agreement between the parties and supersedes all prior agreements, oral or written. No waiver, modification, additions or addenda to this Agreement shall be valid unless in writing and signed by both the County and the Agency.

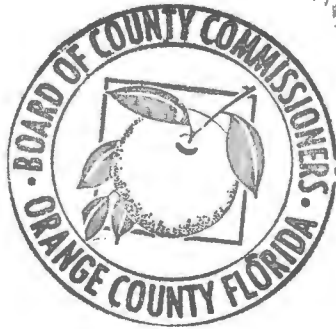
(signature pages follow)

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IN WITNESS WHEREOF, County and Agency have caused this Agreement to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Effective Date.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

Date: *12 December 2023*

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

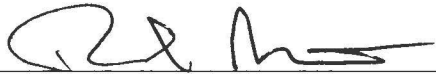
By: *Jennifer Lark-Klimetz*
for Deputy Clerk

Printed Name: Jennifer Lark-Klimetz

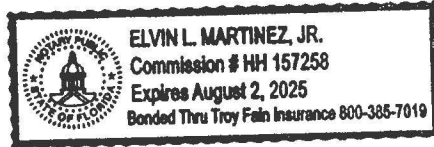
Project: BAYS Florida - JAC
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IN WITNESS WHEREOF, Lessor and Agency have caused this Agreement to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Effective Date.

AGENCY
BAY AREA YOUTH SERVICES, INC., a Florida not-for-profit corporation, d/b/a BAYS Florida

By: 
Robert Patterson

Title: President/CEO



STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of October, 2023 by Robert Patterson, CEO. He/she is personally known to me or has produced _____ as a form of valid identification.

(Seal)


Signature Notary Public

EXHIBIT "A"
PREMISES

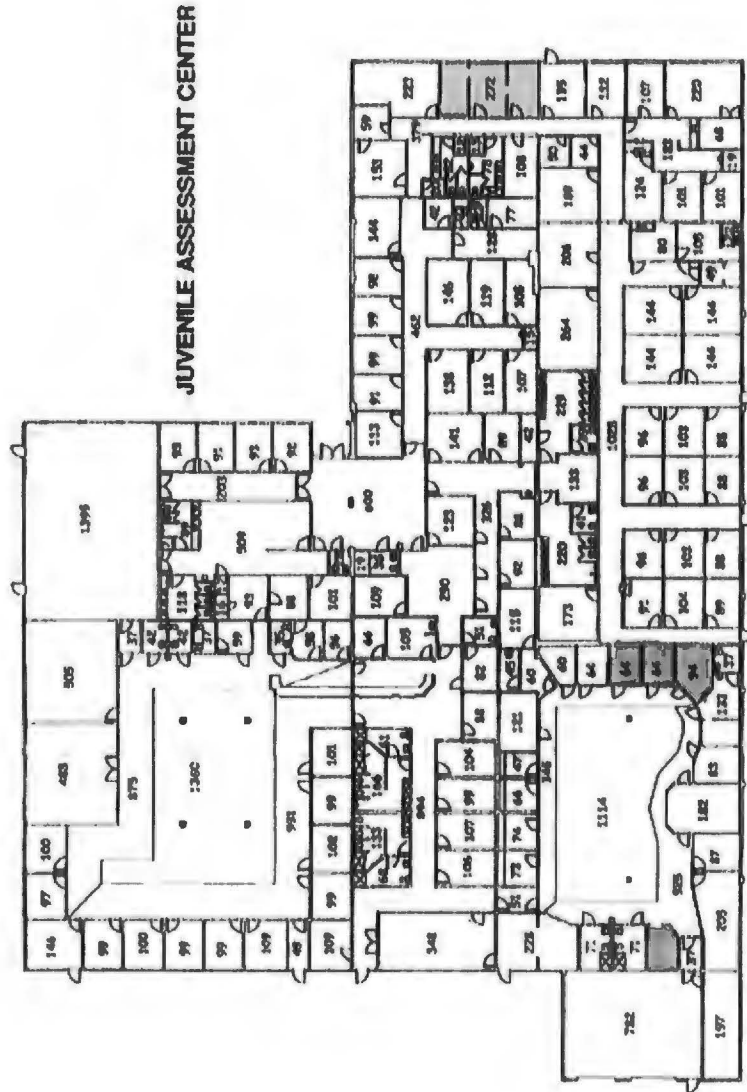


EXHIBIT "B"

SUPERVISED RELEASE PROGRAM

Mission

To make a collaborative effort to provide an effective continuum of community-based supervision programs designed to ensure youth remain arrest free and attend court hearings.

Purpose

Florida Department of Juvenile Justice is committed to the continued evaluation and implementation of best practices for increased public safety and positive youth outcomes. These policies are designed to ensure objective use of the supervised release continuum programs and provide guidance for jurisdictions to incorporate locally-run programs that will enhance opportunities for success.

Definitions

1. Detention Hearing: A hearing held within 24 hours of an arrest to determine the need for continued supervision during the court hearing process.
2. Detention Risk Assessment Instrument (DRAI): An objective, data driven screening tool used to determine the appropriate level of supervision while awaiting court hearings.
3. Supervised Release Tracker (SRT): Person responsible for conducting supervision contacts and providing compliance updates to the assigned Juvenile Probation Officer (JPO) and Supervised Release Review Committee (SRRC).
4. Juvenile Assessment Center (JAC): A physical location where youth are assessed to determine risk to community safety and the necessity of increased supervision while awaiting court hearings.
5. On-Call Screening: A process conducted in the community to determine risk to community safety and the necessity of increased supervision while awaiting court hearings.
6. Program Success: A data-driven determination based on the percentage of youth who remain arrest free and attend all court hearings during program participation.
7. Supervised Release Continuum: A document that provides an overview of the supervised release programs ranging from least intrusive to most intrusive. Overviews include a description of the program, eligibility, contact standards, capacity, and admission considerations.
8. Supervised Release Program: A community-based program that provides enhanced supervision to ensure youth going through the court process attend all court hearings and remain arrest free during program participating.
9. Supervised Release Review Committee (SRRC): A review committee that examines a youth's progress while participating in a supervised release program to determine if movement along the continuum is appropriate.

Entering the Continuum

A. Screening Process

- a. A completed DRAI is required for all youth when presented to the department for detention screening. This assessment is completed at Juvenile Assessment Centers (JACs) or via the on-call screening method.
- b. The results of the DRAI will determine if the youth is released without restriction, placed into a supervised release program, or placed in secure detention.
- c. Youth who score 6 or less points will be released to a responsible adult without any restrictions or added supervision.
- d. Youth who score 7-12 points will be placed in the appropriate supervised release program in accordance with the guidelines provided in the Supervised Release Continuum (see attached) pending the continued supervision determination at a detention hearing.
- e. Youth who score 13 or more points will be placed in secure detention pending the continued supervision determination at a detention hearing.

B. Supervised Release Program Referral Process

a. Referral from Screening

- i. If the youth score 7-12 points, the screener must use the Supervised Release Continuum to determine the appropriate target program.
- ii. Once the screener identifies the appropriate target supervised release program, he/she will ensure the identified program is indicated on the DRAI in JJIS.
- iii. The screener will complete the Supervised Release Agreement and review the guidelines with the youth and guardian/responsible adult.
- iv. If the youth scores 12 points and the screening is done in-person, the screener will install an electronic monitor (EM) and set a 24-hour schedule prior to release from screening. The screener will complete and review an EM agreement with the youth and guardian/responsible adult.
- v. Signed agreements must be uploaded to the Screening/JAC Packet folder in the Document Upload Section of Juvenile Justice Information System (JJIS).
- vi. The initial contact for the assigned program, with the exception of ERC placement, will occur after the detention hearing. ERC/DRC orientation will be conducted within one business day of the court ordered placement to supervised release/ERC/DRC.

b. Referral from Detention Hearings

- i. The court may determine if supervised release is the appropriate legal status during the detention hearing.
- ii. The Department will use the information provided in the court order and the DRAI score to determine placement.

- iii. If court order mandates a specific supervised release program level, the Department will begin the referral process for the ordered program.
 - iv. If the court does not order a specific supervised release program and the youth scored (13 or more points) for secure detention, the Department will place the youth on Intensive Home Detention with Electronic Monitoring.
 - v. If the court does not order a specific supervised release program and the youth does NOT score (12 or less points) for secure detention, the Department will place the youth in a supervised release program based on the DRAI score.
 - vi. The Supervised Release Tracker will ensure the appropriate documents are completed with the youth and guardian or responsible adult. All paperwork will be forwarded to the assigned Juvenile Probation Officer (JPO) and Juvenile Probation Officer Supervisor (JPOS) via e-mail within 24 hours.
- c. Recommendations for Continued Placement: The Department is not allowed to say the word 'recommendation' in court. The Department representative is only allowed to advise the court of the target program the youth's score and the circuit's supervised release continuum indicates. The Department can advise the court of information related to items listed in the "other considerations" section of each program.

Supervised Release Continuum Programs

Supervised Release Continuum programs include, but are not limited to:

1. Home Detention: Youth are released to a parent, guardian, or responsible adult with supervision guidelines that include restrictions on the youth's whereabouts and at least one (1) random face-to-face contact with the youth and family per week.
2. Evening/Day Reporting Center (ERC/DRC): Highly structured programming at a community center which includes, but is not limited to, skill building exercises, homework assistance, vocational classes, tutoring, and family engagement programs. Supervision requirements include restrictions on the youth's whereabouts and participation in center activities three to six times per week.
3. Intensive Home Detention: Youth are released to a parent, guardian, or responsible adult with supervision guidelines that include restrictions on the youth's whereabouts, three (3) random face-to-face contacts with the youth, and one (1) with family contact per week.

Intensive Home Detention with Electronic Monitoring: Youth are released to a parent, guardian, or responsible adult with supervision guidelines that include restrictions on the youth's whereabouts, three (3) random face-to-face contacts with the youth, one (1) family contact per week, and the use of electronic monitoring tracking equipment.

Family Engagement

The SRT and/or a representative from the assigned program will contact the youth's parent or guardian within the time frame provided in the respective program policy. This initial contact will include an overview of the program, verification of the parent/guardian's contact information, and the issuance of the JPO and/or program representative information to the parent/guardian. If the youth is assigned to Evening/Day Reporting Center (ERC/DRC) placement, the parent/guardian shall be offered the opportunity to tour the facility.

Supervised Release Reviews

Each circuit will establish a Supervised Release Review Committee (SRRC) to examine the youth's success. The SRRC will meet each week to discuss cases that have been on supervised release supervision at least 7 calendar days unless the JPO or SRT requests an earlier review. Each youth will be reviewed on a weekly basis after the initial review. The JPO or SRT may request an emergency review when deemed necessary. Determinations for movement along the supervised release continuum shall be based on the guidelines below:

SRRC Members

Review committee members should, at minimum, include:

1. Chief Probation Officer (CPO) and/or Assistant Chief Probation Officer (ACPO)
2. Supervised Release Tracker(s) or SRT Regional Manager
3. Detention Review Specialists for Probation

Preparation for the SRRC

The SRT Provider will obtain input from the supervising JPO, parent/guardian, and youth at least 24 hours prior to the SRRC meeting. The SRT will be prepared to provide an overview of the youth's performance and the input obtained to the SRRC for review and determination of continued supervision.

SRRC Scheduling

The SRRC meeting must occur before the Detention Review meeting each week. A representative from the SRRC must attend the Detention Review meeting to provide an overview of pertinent information to be considered in the Detention Review process.

SRRC Determination Factors

Committee reviews must include consideration of the following:

1. Youth's performance in program to date
 - a. Performance compliance is defined as:
 - i. Youth has remained attest free.

- ii. Youth has attended all scheduled court hearings (no failure to appear (FTA) issued).
 - iii. Youth followed the rules and complied with all contact standards as outlined in the respective program policy and/or was present during all required ERC/DRC hours of each program scheduled day.
 - iv. Youth complied with graduated responses for technical violations.
 - b. Performance non-compliance is defined as any of the following:
 - i. Youth received a new offense.
 - ii. Youth failed to appear (FTA order issued) for a scheduled court hearing.
 - iii. Youth did not comply with the contact standards as outlined in the respective program policy or has been unsuccessfully discharged from the ERC/DRC.
 - iv. Youth did not adhere to graduated responses for technical violations.
 - v. Youth absconded from supervised release supervision.
 - c. Although services may be offered to youth participating in supervised release programs, youth should not be considered non-compliant for choosing not to participate in overlay services.
2. Supervising JPO input
 3. Parent/guardian input
 4. Youth input

Supervision Modification Process

If the youth was court ordered to a specific program, the SRRC will conduct reviews as stated above. If a youth is eligible for movement (up or down), the Department may choose to request a review hearing within 2 business days to receive court approval for the placement modifications. For youth on supervision at least 21 days and meet the standard for compliance, the Department will request a review to discuss supervision reduction or release.

If court does not approve placement modifications, youth will remain on current supervised release status, and will continue to be reviewed weekly by supervised release review committee. The review team will use information provided by the court, youth's continued performance and professional discretion to determine when to request another review hearing for placement modification.

If the youth is not ordered to a specific program, the youth's status will be modified in accordance to the review committee's decision within 2 business days. Youth are not eligible for de-escalation until after 14 days of supervision.

Youth on home detention are not eligible for supervision reduction/release until after the statutory allowable 21 days. Youth cannot be elevated to secure detention without an order from the court.

The results of each review will be documented in the Juvenile Justice Information System (JJIS) Case Notebook Module with Supervised Release type selected.

Discharge from Supervised Release Continuum

Youth may be released from the continuum at any point in the court hearing process. Releases from the supervised release continuum will occur for one of the following reasons:

1. Statutorily based supervised release supervision jurisdiction has expired.
2. Court order issued releasing youth from supervised release status.
3. Youth placed in secure detention.

Continuum Oversight

A youth's placement in supervised release programs will be documented in JJIS and clearly identified on the youth's Face Sheet. All continuums will be displayed on the Department's website. The Department will release annual outcome reports disaggregated by circuit and/or county. These reports will provide guidance on enhancements and/or gaps in supervision. Regional and state-level partners will conduct follow-up meetings with local stakeholders to gain recommendations on process improvement needs.

Coordinators responsible for JDAI oversight will conduct data analysis of DRAI outcomes, admissions, placement modifications, and program success rates for the entire supervised release continuum. They will provide feedback to the stakeholders within their assigned region on patterns identified and facilitate discussions on ways to improve the process and practices.