

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
The Florida Department of Juvenile Justice  
**AND**  
Miami-Dade County

This Memorandum of Understanding (MOU) is between the Florida Department of Juvenile Justice (“DJJ”) and Miami-Dade County (the “County”). This MOU replaces the original attached MOU that was in effect from April 1, 2009 through March 31, 2010.

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

**I. PURPOSE:**

The purpose of this MOU is to establish guidelines and standards for a Data Sharing project which will allow DJJ to transmit confidential juvenile data from the Juvenile Justice Information System (JJIS) to Miami-Dade County.

**II. TERMS:**

Miami-Dade County Shall Agree to the Following:

- JJIS data shall be transmitted and stored in a physically and technologically secure environment.
- The County shall abide by section 985.04, Florida Statutes as it pertains to the confidentiality of the data.
- The County shall be responsible for building and maintaining the information exchange model between JJIS and the Quest Case Management System.
- The County shall secure the data and ensure that data is not compromised by allowing unauthorized parties access to the data. Authorized access is specified in section 985.04, Florida Statutes. Violation of confidential access may lead to termination of data sharing.
- According to policy of the State of Florida, Department of Management Services (DMS), access to the State Network originating from the Internet is blocked for security reasons unless the (DMS) approved Virtual Private Network service is utilized.
- The County shall protect JJIS data from information technology risks including but not limited to the following:
  - ❖ Unauthorized, accidental and/or malicious *exposure, disclosure, modification, theft and destruction* of confidential JJIS data;
  - ❖ Internal and external hacking;
  - ❖ Proper destruction of computer equipment and storage that contain juvenile data; and
  - ❖ Encryption of data stored on mobile devices in accordance with Federal

Information Processing Standard 197.

- The County shall provide specific "port and protocol" information to DJJ Network staff in order to enable the highest level of connection security for the DJJ network.
- The County is responsible for securing confidential data referenced in section 985.04, Florida Statutes.
- The County is responsible for following section 817.5681, Florida Statutes, Breach Notification.
- The County is responsible for following section 282.318, Florida Statutes, Security of data and Information Technology Resources.
- In accordance with the policy of the State of Florida, Department of Management Services (DMS), access to the State Network originating from the Internet is blocked for security reasons unless the DMS approved Virtual Private Network service is utilized. DJJ assisted in the establishment of the VPN connection for the County. The County will pay for and maintain the VPN connection. This connection in no way diminishes the responsibility of the County to maintain the confidentiality of the data.
- The County will be responsible for removing the VPN connection upon termination of this MOU.

DJJ Shall Agree to the Following:

- DJJ will provide a Web Service that will allow the county access to Circuit 11 Juvenile Records.
- Additional requests for support must have prior authorized approval by DJJ Information Technology Steering Committee.
- DJJ will allow JSD to share data with the State of Florida Provider "Our Kids".

**III. INDEMNIFICATION:**

The County does hereby agree to indemnify and hold harmless DJJ to the extent and within the limitations of Section 768.28 Florida Statutes. However, nothing herein shall be deemed to indemnify DJJ from any liability or claim arising out of the negligent performance or failure of performance of DJJ or any unrelated third party. Further, DJJ shall not hold the County liable beyond the limitations of Section 768.28 Florida Statutes for any reason arising out of or relating to this agreement.

**IV. COSTS:**

The County will pay costs associated with the VPN connection. The County will assure that billing from DMS will be directed to the County:

COMPANY NAME: Miami-Dade County Juvenile Services  
STREET ADDRESS: 275 NW 2<sup>nd</sup> Street, Second Floor  
CITY, STATE, ZIP: Miami, FL 32138  
BILLING CONTACT: Cindy Akerman, 305-755-6144

Payments to DMS shall be made payable as provided by invoices and sent directly to DMS by the County.


**V. TERM OF AGREEMENT:**

This MOU shall be effective upon execution by DJJ and Miami-Dade County. This MOU may be terminated unilaterally by either party providing the terminating party serves the other party with written notice of an intention to terminate this MOU no less than thirty (30) days from the date such notice is sent.

Notice to the County should be sent by certified mail to:

Miami-Dade County Juvenile Services Department  
Director Wansley Walters  
275 NW 2<sup>nd</sup> Street, Second Floor  
Miami, Florida, 33128

Notice to DJJ should be sent by certified mail to:

Chief Probation Officer for Circuit 11  
~~Isabel Afenador~~   
3300 NW 27<sup>th</sup> Avenue, Suite 1116B  
Miami, FL 33142

**VI. MOU GUIDELINES:**

This MOU is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this MOU shall be as provided by Florida law.

**VII. MODIFICATIONS:**

Any alterations, variations, modifications, extensions or waivers of provisions of this shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this MOU.

**VIII. COUNTERPARTS:**

This MOU is signed in two (2) counterparts, and each counterpart shall constitute an original of this MOU.

**IX. HEADINGS, USE OF SINGULAR AND GENDER:**

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this MOU. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

**X. REVIEW OF THIS AGREEMENT:**

Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each of the terms contained in this MOU. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this MOU. It shall be conclusively presumed that each party participated in the preparation and drafting of this MOU.

**XI. TOTALITY OF MOU/SEVERABILITY OF PROVISIONS:**

This MOU contains all the terms and conditions agreed upon by the parties.

No other Agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or bind any of the parties hereto. If any provision of this MOU is held invalid or void, the remainder of this MOU shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective and duly authorized officers as of the day and year written below.

Florida Department of Juvenile Justice  
By: [Signature]  
Signature  
Chief of Staff Ed Secy Walters  
Secretary  
2/1/11  
Date

Miami-Dade County  
By: [Signature]  
Signature  
Assistant County Manager  
Miami-Dade County Manager  
1/2/11  
Date