

**INTERAGENCY COOPERATIVE AGREEMENT  
FOR THE OPERATION OF THE ORANGE COUNTY  
JUVENILE ASSESSMENT CENTER**

**BETWEEN**

**ORANGE COUNTY MAYOR; STATE ATTORNEY OF THE NINTH JUDICIAL CIRCUIT; SHERIFF OF ORANGE COUNTY; JUVENILE JUDGE OF THE NINTH JUDICIAL CIRCUIT; PUBLIC DEFENDER OF THE NINTH JUDICIAL CIRCUIT; CLERK OF THE COURTS FOR THE NINTH JUDICIAL CIRCUIT; SUPERINTENDENT OF THE ORANGE COUNTY PUBLIC SCHOOLS; CHIEF OF THE CITY OF ORLANDO POLICE DEPARTMENT; DISTRICT ADMINISTRATOR OF DEPARTMENT OF CHILDREN AND FAMILIES OF DISTRICT 7; CHIEF PROBATION OFFICER OF THE DEPARTMENT OF JUVENILE JUSTICE OF THE NINTH JUDICIAL CIRCUIT; DISTRICT SUBSTANCE ABUSE AND MENTAL HEALTH PROGRAM SUPERVISOR OF THE DEPARTMENT OF CHILDREN AND FAMILIES OF DISTRICT 7**

**THIS INTERAGENCY AGREEMENT is entered into by and between the organizations as stated herein and whose authorized representatives have signed below.**

**THIS AGREEMENT is entered into by and between OFFICE OF THE ORANGE COUNTY MAYOR, 201 South Rosalind Avenue, Orlando, Florida, 32801; The STATE ATTORNEY OF THE NINTH JUDICIAL CIRCUIT, 415 North Orange Avenue, Orlando, Florida, 32801; The SHERIFF OF ORANGE COUNTY, 2500 W. Colonial Drive, Orlando, Florida, 32804; JUVENILE JUDGE OF THE NINTH JUDICIAL CIRCUIT, 2000 East Michigan Street, Orlando, Florida, 32806; PUBLIC DEFENDER OF THE NINTH JUDICIAL CIRCUIT, 435 North Orange Avenue, Orlando, Florida 32801; CLERK OF THE COURTS FOR THE NINTH JUDICIAL CIRCUIT, 425 North Orange Avenue, Orlando, Florida 32801; SUPERINTENDENT OF THE ORANGE COUNTY PUBLIC SCHOOLS, 445 West Amelia Street, Orlando, Florida 32801; CHIEF OF THE CITY OF ORLANDO POLICE DEPARTMENT, 100 S. Hughey Avenue, Orlando, Florida, 32801; DISTRICT ADMINISTRATOR OF THE DEPARTMENT OF CHILDREN AND FAMILIES OF DISTRICT 7, 400 W. Robinson Street, Suite 1129, Orlando, Florida 32801; CHIEF PROBATION OFFICER OF THE DEPARTMENT OF JUVENILE JUSTICE OF THE NINTH JUDICIAL CIRCUIT, 8500 Laurel Hills Drive Orlando, Florida 32818; and DISTRICT SUBSTANCE ABUSE AND MENTAL HEALTH PROGRAM SUPERVISOR OF THE DEPARTMENT OF CHILDREN AND FAMILIES OF DISTRICT 7, 400 W. Robinson Street, Suite 930, Orlando Florida, 32801.**

**WHEREAS, the parties are committed to providing central intake and screening for children referred to the Department of Juvenile Justice to provide services needed to facilitate initial screening of children, including intake and needs assessment, substance abuse screening, physical and mental health screening, and diagnostic testing, as appropriate; and,**

**WHEREAS, all parties are committed to appropriate services being provided in an effort to prevent youth from becoming at-risk and to intervene with those youth referred to the Juvenile Assessment Center (hereinafter, "JAC"); and,**

**WHEREAS, all parties intend that juvenile justice objectives shall be implemented through JAC operations by practices that include, but are not limited to: intake functions; identification of problem areas; recommendations and referrals of youth and families for assessment, treatment and community based social services, as well as referrals of youth to diversion programs, adjudicatory proceedings or criminal proceedings, as deemed appropriate; and,**

**WHEREAS, all parties are committed to improving services to youth in the juvenile justice system through the sharing of information, eliminating duplication of services and coordinating efforts toward common goals; and,**

**WHEREAS, all parties are committed to promoting legislative intent as stated in Chapter 984 and 985, Florida Statutes, and accordingly, in their roles as participants or advisors in the operations of the JAC, the parties will seek to ensure the protection of society, by providing for a comprehensive standardized assessment of a child's needs so that the most appropriate control, discipline, punishment and treatment can be administered consistent with the seriousness of the act committed, the community's need for public safety, the prior record of the child and the specific rehabilitative needs of the child; and**

**WHEREAS, all parties recognize that the JAC shall operate 24 hours per day, seven days per week, and that the schedule in effect shall require an effective staffing pattern; and,**

**WHEREAS, all parties acknowledge that any obligation under this agreement, expressly stated or implied, shall be governed by and interpreted consistent with applicable laws of the State of Florida and the Federal government, and**

**It is the mutual intent of the above agencies to develop an interagency agreement to provide a comprehensive system which meets the legal, educational, vocational, technical, social, medical and mental health needs of youths who have been referred to the juvenile justice system to provide them with services while they are involved with the juvenile justice system. It is through a concerted effort of interagency cooperation that a full continuum of services for these youths can be assured.**

**Linkages with other agencies are critical in providing a comprehensive program for youths referred to the JAC. This agreement is intended to supplement existing working arrangements as they relate to the provision of services for these youths.**

**It is the purpose of this Agreement to identify the administrative structure and process necessary to initiate, review, and ensure interagency cooperation.**

**Therefore, in consideration of the following agreements, the parties do hereby covenant and agree to the following:**

**EACH OF THE PARTIES AGREES TO:**

- 1. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of reducing juvenile crime.**
- 2. Participate in interagency planning meetings and committees as appropriate, including but not limited to the Orange County Juvenile Assessment Center Governing Board.**
- 3. Assign staff, as deemed appropriate, to participate in a consolidated effort to assess and develop plans for at risk youth and those involved in the juvenile justice system, and participate on a staff coordination team.**
- 4. Make part of their agency's annual resource allocation and budget planning process the consideration of staffing and resource needs of the Juvenile Assessment Center.**
- 5. Comply with all applicable laws, rules and regulations pertaining to the use of information and access to records.**

**TERMS OF AGREEMENT**

**Administrative Procedures:**

This Agreement will become effective at the time it has been executed by all of the parties. This Agreement shall be reviewed annually.

**Amendments:**

This Agreement may be reviewed upon the request of any party. Any proposed amendment modification shall be discussed during a Governing Board meeting. No amendment shall be effective unless it is in writing executed by each party.

**Timelines:**

A Governing Board will be established to include representatives from each of the parties. This council shall meet quarterly in order to establish a comprehensive system that meets the needs of delinquent youth.

**Confidentiality:**

Each party will protect the rights of participants with barriers with respect to records and reports as created, maintained and used by public institutions within the state.

**Allocation of Resources**

So that the mutually agreed upon objectives of this Agreement can be adequately met, resources from each of the parties will be allocated based on the identified roles and responsibilities of each agency and the availability of funding.

See Attachment A for the listing of financial and in kind services provided by the parties to this Agreement. This will be updated on an annual basis.

Parties:

During the term of the Agreement, The ORANGE COUNTY MAYOR may provide the following:

- Membership on the Governing Board
- Rent free lease on the Juvenile Assessment Center

During the term of the Agreement, the OFFICE OF THE STATE ATTORNEY may provide the following:

- Membership on the Governing Board
- Give due consideration to timely recommendations made on behalf of the Department of Juvenile Justice regarding whether to file a petition against a youth with the juvenile court, refer the youth for criminal proceedings, or refer the youth to an appropriate juvenile diversionary program.

During the term of the Agreement, The ORANGE COUNTY SHERIFF'S OFFICE may provide the following:

- Maintain appropriate identification materials and listings, such as serious/habitual offender listings
- Serve as a liaison to the other Orange County law enforcement agencies in order to foster cooperation, procedural efficiency and effectiveness, and to develop additional resources
- Provide a deputy for the Alternative Center for Truancy
- Membership on the Governing Board

During the term of the Agreement, THE ORANGE COUNTY DEPARTMENT OF CORRECTIONS may provide the following:

- Staffing of the Booking Unit
- Membership on the Site Based Management Team
- Membership on the Management Team
- Membership on the Governing Board

During the term of the Agreement, The ORANGE COUNTY DIVISION OF HEALTH AND COMMUNITY SERVICES may provide the following:

- Financial Assistance
- Provide a social worker for the Alternative Center for Truancy
- Membership on the Management Team
- Membership on the Governing Board

During the term of the Agreement, The NINTH JUDICIAL CIRCUIT COURT, JUVENILE DIVISION may provide the following:

- Assist with referrals to appropriate court services
- Membership on the Governing Board

During the term of the Agreement, The OFFICE OF THE PUBLIC DEFENDER may provide the following:

- Make representation of counsel available 24 hours a day, seven days a week to youth who have questions regarding their legal rights while at the JAC
- Establish and maintain a method whereby an attorney can be contacted for the above-stated purpose at any time it becomes necessary
- Membership on the Governing Board

During the term of the Agreement, The OFFICE OF THE CLERK OF THE CIRCUIT AND COUNTY COURTS may provide the following:

- Provide on-site access at the JAC to the information system containing juvenile court records, or in some other way provide access to this information, for the purposes of assessment and placement of youth who are processed through the JAC
- Membership on the Governing Board

During the term of the Agreement, The ORANGE COUNTY PUBLIC SCHOOLS may provide the following:

- School liaison
- Provide financial assistance and personnel for the Alternative Center for Truancy
- Membership on the Site Based Management Team
- Membership on the Management Team
- Membership on the Governing Board

During the term of the Agreement, the CHIEF OF THE ORLANDO POLICE DEPARTMENT may provide the following:

- Provide an officer for the Alternative Center for Truancy
- Membership on the Governing Board

During the term of the Agreement, The DEPARTMENT OF CHILDREN AND FAMILIES may provide the following:

- Financial Assistance
- Training
- Information and referral
- Technical Assistance
- Membership on the Management Team
- Membership on the Governing Board

- **Notify the Juvenile Assessment Center Governing Board, in writing, within 30 days of any changes in funding, staffing, or practice that will result in substantial changes in services rendered**

**During the term of the Agreement, The DEPARTMENT OF JUVENILE JUSTICE may provide the following:**

- **Financial Assistance**
- **Training**
- **Technical Assistance**
- **Quality Assurance**
- **Membership on the Management Team**
- **Membership on the Governing Board**
- **Notify the Juvenile Assessment Center Governing Board, in writing, within 30 days of any changes in funding, staffing, or practice that will result in substantial changes in services rendered**

**During the term of the Agreement, The DISTRICT 7 SAMH PROGRAM OFFICE, DEPARTMENT OF CHILDREN AND FAMILIES, may provide the following:**

- **Financial Assistance**
- **Training**
- **Technical Assistance**
- **Quality Assurance**
- **Membership on the Site Based Management Team**
- **Membership on the Management Team**
- **Membership on the Governing Board**
- **Notify the Juvenile Assessment Center Governing Board in writing within 30 days of any changes in funding, staffing, or practice that will result in substantial changes in services rendered**

By signing below, the parties agree to the terms contained herein, and commit their respective organizations to the roles and responsibilities as stated in accordance with this agreement.

Orange County Chairman's Office

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sheriff of Orange County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Public Defender of the Ninth Judicial Circuit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Superintendent of the Orange County Public Schools

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Department of Children & Families

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

District ADM Program Supervisor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State Attorney of the Ninth Judicial Circuit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Administrative Juvenile Judge of the Ninth Judicial Circuit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Clerk of the Court of the Ninth Judicial Circuit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Chief of Police on Behalf of the City of Orlando

Uae B. Demery  
Signature

1/13/08  
Date

District Juvenile Justice Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

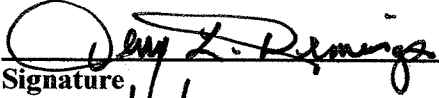
Ex Officio Board Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By signing below, I agree to the terms contained herein, and commit my organization to the roles and responsibilities as stated in accordance with this agreement.

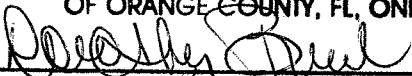
Sheriff of Orange County



Signature

5/4/09  
Date

APPROVED AS TO FORM AND LEGALITY  
FOR THE RELIANCE OF THE SHERIFF  
OF ORANGE COUNTY, FL, ONLY

  
DATE: 7/29/09



By signing below, the parties agree to the terms contained herein, and commit their respective organizations to the roles and responsibilities as stated in accordance with this agreement.

Orange County Chairman's Office

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sheriff of Orange County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Public Defender of the Ninth Judicial Circuit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Superintendent of the Orange County Public Schools

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Department of Children & Families

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

District ADM Program Supervisor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State Attorney of the Ninth Judicial Circuit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Administrative Juvenile Judge of the Ninth Judicial Circuit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Clerk of the Court of the Ninth Judicial Circuit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Chief of Police on Behalf of the City of Orlando

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Department of Juvenile Justice Regional Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Ex Officio Board Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By signing below, I agree to the terms contained herein, and commit my organization to the roles and responsibilities as stated in accordance with this agreement.

State Attorney of the Ninth Judicial Circuit

Signature

Date

*[Handwritten Signature]*  
*[Handwritten Date: March 21, 2006]*

By signing below, I agree to the terms contained herein, and commit my organization to the roles and responsibilities as stated in accordance with this agreement.

Superintendent of the Orange County  
Public Schools



Signature

2-23-06

Date

By signing below, I agree to the terms contained herein, and commit my organization to the roles and responsibilities as stated in accordance with this agreement.

Department of Children & Families

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Al Alvarez*  
2/21/06

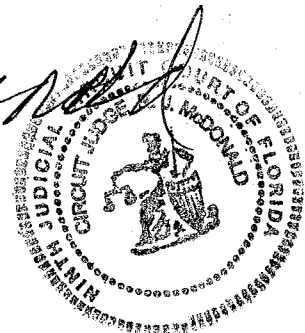
By signing below, I agree to the terms contained herein, and commit my organization to the roles and responsibilities as stated in accordance with this agreement.

Juvenile Judge of the Ninth  
Judicial Circuit

Signature

Date

*Judge Regan McDonald*  
*2/20/06*



By signing below, I agree to the terms contained herein, and commit my organization to the roles and responsibilities as stated in accordance with this agreement.

Chief of Police on Behalf of the City of  
Orlando

  
Signature

4-14-06  
Date

By signing below, I agree to the terms contained herein, and commit my organization to the roles and responsibilities as stated in accordance with this agreement.

Clerk of the Court of the Ninth Judicial  
Circuit

A handwritten signature in cursive script, appearing to read "M. L. Chen", written over a horizontal line.

Signature

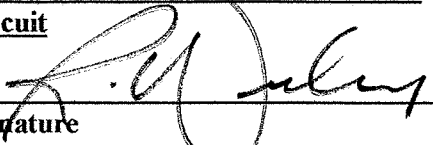
A handwritten date "March 9, 2006" written over a horizontal line.

Date

A handwritten mark or signature consisting of a large, stylized letter "D" with a long horizontal stroke extending to the right.

By signing below, I agree to the terms contained herein, and commit my organization to the roles and responsibilities as stated in accordance with this agreement.

Public Defender of the Ninth Judicial  
Circuit

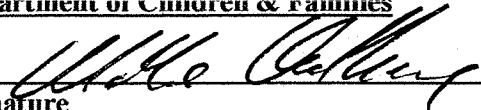
  
Signature

March 29, 2005  
Date



By signing below, I agree to the terms contained herein, and commit my organization to the roles and responsibilities as stated in accordance with this agreement.

Department of Children & Families

  
Signature

15 FEB 05  
Date

By signing below, I agree to the terms contained herein, and commit my organization to the roles and responsibilities as stated in accordance with this agreement.

Clerk of the Court of the Ninth Judicial  
Circuit

  
\_\_\_\_\_  
Signature

Feb 16, 2005  
Date

By signing below, I agree to the terms contained herein, and commit my organization to the roles and responsibilities as stated in accordance with this agreement.

State Attorney of the Ninth Judicial Circuit

Signature

Date