

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Department of Juvenile Justice Interagency/Confidentiality Agreement

DEPARTMENT: Community Services DIVISION: Administration

AUTHORIZED BY: Phillip C. Stalvey  CONTACT: Phillip C. Stalvey EXT. 3100

Agenda Date <u>5/23/2006</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION: Approve and authorize Chairman to execute Interagency Confidentiality Agreement with the Department of Juvenile Justice, State of Florida.

BACKGROUND:

The 2004 Legislature enacted Section 985.2155, Florida Statutes, requiring that costs of juvenile detention prior to disposition be a joint obligation of the state and the county. The Department of Juvenile Justice requires that information concerning juveniles remains confidential, but receipt of this information is necessary to verify county residence at the time of arrest in order to reconcile monthly state invoices to the county for payment.

Reviewed by: <u>05-9-06</u>
Co Atty: <u>J. Dietrich</u>
DFS: _____
Other: _____
DCM: <u>ES</u>
CM: <u>Car</u>
File No. <u>CCS03</u>



**STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE**

MEMORANDUM

DATE: March 20, 2006
TO: All Florida Counties
FROM: Department of Juvenile Justice
SUBJECT: Confidentiality Agreement

Enclosed is the updated Interagency Confidentiality Agreement required in order to share information regarding juveniles in the custody of the Department of Juvenile Justice. This information is for the sole purpose of verifying a juvenile's residency at the time of arrest.

Please record the name of county in the designated spaces and sign the form at the bottom. As soon as the agreement is signed and returned a CD listing the youth that were in detention from the period of July 2005 through December 2005 will be sent to you. Please return the agreement to:

Florida Department of Juvenile Justice
Bureau of Finance and Accounting
2737 Centerview Drive
Tallahassee, Fl. 32399-3100
Attention: Johnny Siets

Thank you for your assistance and cooperation.

INTERAGENCY AGREEMENT

This agreement made and effective as of the _____ day of May, 2006, by and between the Department of Juvenile Justice (Department) and Seminole County (County):

WITNESSETH:

WHEREAS, the 2004 Legislature enacted section 985.2155, Florida Statutes, requiring that costs of juvenile detention prior to disposition be a joint obligation of the state and the County; and

WHEREAS, the Department and the County have developed a methodology by which to determine each county's financial obligation for detention care; and

WHEREAS, the County requires that the Department provide it with confidential juvenile information in order to determine the juvenile's county of residence; and

WHEREAS, Department requires that information concerning juveniles remain confidential;

NOW, THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to the following:

1. The Department agrees to share juvenile information, including, but not limited to, the juvenile's name, home address, and the name and address of the juveniles' parent or guardian, with the County for purposes of determining and verifying a juvenile's county of residency.
2. The County agrees, as required by Chapter 119, Florida Statutes, to maintain the confidentiality of any and all juvenile information it receives from the Department and to ensure that the confidential nature of this information is maintained with respect to any records and reports created or disseminated. The County also agrees that the information will be used only for the purpose for which it was provided.

Modification of this agreement shall be made only by the consent of both parties and shall include a written document setting forth the modifications and signed by both parties. This agreement may be terminated with 30 days written notice to the other party.

Both parties shall assist in the investigation of injury or damages either for or against either party pertaining to their respective areas of responsibility or activities under this

contract and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

This agreement shall be in effect unless otherwise modified.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

COUNTY
Seminole

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: _____

SIGNED BY: _____

NAME: Carlton Henley

NAME: _____

TITLE: Chairman

TITLE: _____

Board of County Commissioners

DATE: _____

DATE: _____