



**Interoffice Memorandum**

September 9, 2020

**AGENDA ITEM**

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

THRU: Lonnie C. Bell, Jr., Director *Lonnie C Bell*  
Community and Family Services Department

FROM: Tracy Salem, Manager  
Youth and Family Services Division

**CONTACT: Keith Yannessa, Senior Contract Administrator  
(407) 836-6521**

SUBJECT: **Consent Agenda Item – September 22, 2020**  
Approval of the Juvenile Assessment Center Advisory Board Interagency Agreement

Orange County, Florida (County) began the management and administration of the Juvenile Assessment Center (JAC) on April 5, 2015 through contract #10293 with the Florida Department of Juvenile Justice that was approved by the Board on March 24, 2015. The JAC, in accordance with Section 985.135(3), Florida Statutes, is run cooperatively with other agencies from the community. These agencies agree to provide membership to the advisory committee that assists in the management and governance of the JAC to ensure that youth-related services are provided to the community. In the past, each agency has had a separate interagency agreement to provide for their cooperation and membership on the advisory board.

This Interagency Agreement contains all of the agencies in one document that have a statutory requirement to be a part of the Juvenile Assessment Center Advisory Board. Exhibit A, Scope of Work, provides a list of additional services these agencies provide to the community through the JAC other than membership on the advisory board.

Consent Agenda Item – September 22, 2020

Approval of the Juvenile Assessment Center Advisory Board Interagency Agreement

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**ACTION REQUESTED:** Approval and execution of Interagency Agreement between Orange County, Florida; Aspire Health Partners Inc.; City of Orlando; Florida Department of Children and Families; Florida Department of Juvenile Justice; Office of the Public Defender, Ninth Judicial Circuit; Office of the State Attorney, Ninth Judicial Circuit; Orange County Clerk of Courts; Orange County Sheriff's Office; The School Board of Orange County, Florida related to Juvenile Assessment Center Advisory Board and authorization for the County Mayor or designee to approve any increases, decreases, or amendments to this contract.

TS/ky:jam

Attachment

c: Yolanda Brown, Fiscal Manager, Community and Family Services  
Johonna Brown, Program Manager, Youth and Family Services Division  
Diana Mendez, Medical and Mental Health Services Administrator, Youth and Family Services Division

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**INTERAGENCY AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA; ASPIRE HEALTH PARTNERS, INC.; CITY OF ORLANDO; FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES; FLORIDA DEPARTMENT OF JUVENILE JUSTICE; OFFICE OF THE PUBLIC DEFENDER, NINTH JUDICIAL CIRCUIT; OFFICE OF THE STATE ATTORNEY, NINTH JUDICIAL CIRCUIT; ORANGE COUNTY CLERK OF COURTS; ORANGE COUNTY SHERIFF'S OFFICE; THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**

*related to*

**JUVENILE ASSESSMENT CENTER ADVISORY BOARD**

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This Interagency Agreement ("Agreement") is entered into by and between Orange County, Florida, a charter county and a political subdivision of the State of Florida (the "County"); Aspire Health Partners, Inc., a Florida not-for-profit corporation ("Aspire"); City of Orlando, a Florida municipal corporation (the "City"); Florida Department of Children And Families ("DCF"); Florida Department of Juvenile Justice ("DJJ"); Office of the Public Defender, Ninth Judicial Circuit ("PD9"); Office of the State Attorney, Ninth Judicial Circuit ("SAO"); Orange County Clerk of Courts, a political subdivision of the State of Florida (the "Clerk"); Orange County Sheriff's Office, a political subdivision of the State of Florida ("OCSO"); and The School Board of Orange County, Florida, a political subdivision of the State of Florida ("OCPS"). The aforementioned entities may be referred to individually as "party" or collectively as "parties."

**RECITALS**

**WHEREAS**, DJJ works cooperatively with the parties and other agencies serving youth to establish the local Juvenile Assessment Center ("JAC") located at 823 West Central Boulevard, Orlando, Florida 32805; and

**WHEREAS**, the JAC has been, and continues to be, developed and modified through a local initiative of the parties and other agencies to provide a broad array of youth-related services appropriate to the needs of the community; and

**WHEREAS**, in accordance with Section 985.135(3), Florida Statutes, the parties, consistent with their respective statutory requirements, are required to manage and govern the JAC through an advisory committee and interagency agreement; and

**WHEREAS**, the parties agree to provide membership to the advisory committee to assist in the management and governance of the JAC to ensure that youth-related services are provided to the community.

**NOW THEREFORE**, in consideration of the mutual promises, obligations, and covenants set forth in this Agreement, the parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated in this Agreement as material part of this Agreement by reference.

**Section 2. Purpose of Agreement.** The purpose of this Agreement is to establish an advisory committee (the "Advisory Board") among the parties to manage and govern the JAC, and to create an interagency agreement among the parties to facilitate a close working relationship that will encourage, promote, and enhance services to youth and families in Central Florida. The parties understand that this is a cooperative Agreement as required by Section 985.135, Florida Statutes.

**Section 3. Documents.**

A. The documents that are incorporated by either reference or exhibit and thereby form this Agreement are:

1. This Agreement; and
2. **Exhibit A: Scope of Services**

**Section 4. Obligations of the Parties.**

A. The parties shall meet the obligations as further described in the "Scope of Services" attached to this Agreement as **Exhibit "A."**

B. **No Financial Commitment.** The parties agree that all Services performed under this Agreement shall be without any form of payment or other financial compensation. Any costs or expenses incurred by any party shall be the sole responsibility of that respective party.

C. **Confidential Information.** Through execution of this Agreement, the parties acknowledge their obligations to comply with the federal Health Insurance Portability and Accountability Act's ("HIPAA") Privacy Rules, the Breach Notification rules under the Health Information Technology for Economic and Clinical Health Act, and the Florida Information Protection Act when dealing with, and maintaining, protected information and records. No confidential client information, Protected Health Information, or Personally Identifiable Information shall be shared between the parties but for the exception found in subparagraph "D" below.

D. **Required Consent.** Any communication made by any party that shares confidential client information, Protected Health Information, or Personally Identifiable Information shall be made only with written and executed consent by the client in question or the legal guardian of the client in question, if applicable. That consent shall include the transfer of any information that could be considered protected or confidential under the federal Health Insurance Portability and Accountability Act or the Florida Information Protection Act.

**Section 5. Effective Date and Termination.**

- A. **Effective Date.** This Agreement shall be effective on the date of full execution by all parties.
- B. **Termination.** Any party whose participation in this Agreement is not mandated by law, statute, regulation, rule, or ordinance may terminate its participation in this Agreement for its convenience, with or without cause, by giving thirty (30) calendar days' notice to the County and DJJ.

**Section 6. Notices.** All notices required or permitted under this Agreement shall be in writing and delivered by hand delivery, express courier, or United States Postal Service certified mail with return receipt requested, and shall be effective upon receipt of the same, to the following addresses:

**As to DJJ:** Florida Department of Juvenile Justice  
823 West Central Boulevard  
Orlando, Florida 32805

**AND**

**As to the County:** Orange County Youth & Family Services Division  
Attn: Division Manager  
1718 East Michigan Street  
Orlando, FL 32806

**AND**

Orange County Administrator  
Administration Building, 5<sup>th</sup> Floor  
201 S. Rosalind Avenue  
Orlando, FL 32801

**Section 7. Indemnification, Sovereign Immunity, and Liability.**

- A. **Indemnification.** Each party agrees to indemnify all other parties as set forth in this section:
1. If the indemnifying party **is not** a state agency or political subdivision as defined in Section 768.28(2), then, to the fullest extent permitted by law, the indemnifying party shall defend, indemnify, and hold harmless the non-indemnifying party, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the indemnifying party or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Subject to the foregoing, each party shall be liable for any negligent act or

omission by its officers, directors, agents, or employees and shall indemnify, defend, and hold harmless the other party and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising solely from such negligent act or omission. It is agreed by the parties that specific consideration has been exchanged under this Agreement for this provision.

2. If the indemnifying party is a state agency or subdivision as defined in Section 768.28(2), Florida Statutes, then the indemnifying party agrees to defend, indemnify and hold harmless the non-indemnifying party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) attributable to the indemnifying party's negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement.

**B. No Waiver of Sovereign Immunity.** Nothing contained in any provision of this Agreement shall constitute or be construed or interpreted as a waiver by the County, or any state agency or political subdivision as defined in Section 768.28(2), Florida Statutes, of its sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

**C. Liability.** None of the parties may be responsible to any other party for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

#### **Section 8. Insurance.**

A. If a party is not a state agency or political subdivision as defined in Section 768.28(2), then said party shall maintain adequate insurance coverage to address any general liability, automobile liability or workers' compensation issues that may arise from the operation of this Agreement.

B. If a party is a state agency or political subdivision as defined in Section 768.28(2), then, without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, said party acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes; said party agrees to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

#### **Section 9. Protection of Persons and Property.**

A. While working or performing services on operational space provided by the County, all other parties shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. The parties shall take all reasonable precautions for the safety and protection of:

1. Their respective employees and persons on the operational space provided by the County, and other persons who may be affected thereby; and
2. Their respective property, materials, and equipment on the operational space under the care, custody, or control of each party; and
3. Other property at or surrounding the operational space including trees, shrubs, lawn, walk, pavement, and roadways.

B. The parties agree that the County does not guarantee the security of any equipment or personal property brought onto the operational space by any party's agents, volunteers, or employees and further agrees that no party shall in no way be liable for damage, destruction, theft, or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft, or loss.

C. The County will not be liable to any other party, its employees, agents, invitees or licensees for losses due to theft or burglary, or for damages done by unauthorized persons on the operational space and the County shall not be required to insure against any such losses.

D. The parties shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:

1. Occupational Safety & Health Administration ("OSHA"); and
2. National Institute for Occupational Safety & Health ("NIOSH"); and
3. National Fire Protection Association ("NFPA").

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

<http://www.ocfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement.aspx>

F. In any emergency affecting the safety of persons or property, the parties will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

#### **Section 10. General Terms.**

A. **Compliance with Laws.** It shall be each party's responsibility to be aware of federal, state, and local laws relevant to this Agreement. The parties shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. No party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

**B. No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of any applicable party's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

**C. Tobacco Free Campus.** All County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco, and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes.

**D. No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall, confer upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

**E. Non-Exclusive Agreement.** This Agreement shall be non-exclusive to all parties providing the right to enter into agreements regarding the same or similar subject matter with other agencies.

**F. Assignment.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. As such, no party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of all affected parties. Subject to the foregoing, each party binds itself and its partners, successors, executors, administrators, and assigns to the all other parties of this Agreement and to the partners, successors, executors, administrators, and assigns of such other parties, in respect to all covenants of this Agreement.

**G. Performance.** A delay in or failure of performance of any party, that is caused by occurrences beyond the control of any party, shall not constitute a default under this Agreement, nor shall any such delay give rise to any claim for damages.

**H. Waiver.** No delay or failure on the part of any party to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

**I. Remedies.** No remedy conferred at law or in this Agreement upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, powers, or remedies under this Agreement shall preclude any other or further exercise that party's available rights, powers, or remedies.

**J. Counterparts.** This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement.



K. **Governing Law.** This Agreement and any and all actions directly or indirectly associated this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Florida, without reference to any conflicts of law provisions.

L. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

M. **Jury Waiver.** Each party to this Agreement irrevocably waives, to the fullest extent permitted by law, any right it may have to trial by jury in any proceeding directly or indirectly arising out of or relating to this agreement.

N. **Attorneys' Fees and Costs.** Unless explicitly otherwise stated in this Agreement, the parties shall each bear their own costs, expert's fees, attorneys' fees, and other fees incurred in connection with this Agreement and any dispute or litigation that arises either directly or indirectly from this Agreement.

O. **No Representations and Construction.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. No party has relied upon any representations or statements made by the any other party that is not specifically set forth in this Agreement, and that this Agreement is not to be construed against any party as it were the drafter of this Agreement.

P. **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 mitigation the loss of protection or benefit resulting from the holding.

Q. **Equal Opportunity and Nondiscrimination Policy.** Pursuant to Section 17-288, Orange County Code, the County shall not extend public funds or resources in a manner that would encourage, perpetuate or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County's "Equal Opportunity and Nondiscrimination Policy," which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. This policy is enforced by Section 17-314, Orange County Code, and the County's relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County's commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:

1. The parties represent that they have adopted and shall maintain policies of

nondiscrimination as defined by applicable County ordinance through the term of this Agreement.

2. The parties agree that, on written request, the parties shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the parties shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The parties agree that, if any of the obligations of this Agreement are to be performed by subcontractor(s), the provisions of subsections (1) and (2) of this section shall be incorporated into and become a part of the subcontract.

R. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

S. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

T. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective Party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

U. **Written Modification.**

1. No change in, modification of, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by all parties hereto subsequent to the full execution of this by authorized representatives of all parties.
2. Notwithstanding the above provision, through its execution of this Agreement, the Board of County Commissioners of Orange County hereby delegates the authority to the Manager of the Youth and Family Services Division to execute amendments to Exhibit "A," as needed for the efficient and effective administration of this Agreement.

**Section 11. Entire Agreement.** This Agreement, and any documents incorporated or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject about which this Agreement was drafted. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

**[ SIGNATURES ON FOLLOWING PAGE ]**

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*

*for* Jerry L. Demings  
Orange County Mayor

Date: SEP 22 2020

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

By: *Phil Diamond*  
Deputy Clerk

SEP 22 2020

Date: \_\_\_\_\_



ASPIRE HEALTH PARTNERS, INC.


By: Christine Suehle

Printed Name: Christine Suehle

Official Position: Chief of Staff

Date: 9.16.19

**CITY OF ORLANDO**

By: 

Printed Name: Orlando Rolon

Official Position: CHIEF OF POLICE

Date: 8/17/2020

**FLORIDA DEPARTMENT OF CHILDREN AND  
FAMILIES**

By:  \_\_\_\_\_

Printed Name: Sharron Washington

Official Position: Regional Managing Director, Central Region

Date: 7/16/2020

**FLORIDA DEPARTMENT OF JUVENILE JUSTICE**

By: Johnny L. Auerman

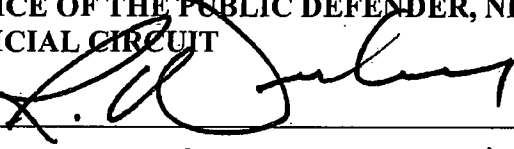
Printed Name: JOHNNY L. AUERMAN

Official Position: CHIEF PROBATION OFFICER

Date: 11/17/2020



OFFICE OF THE PUBLIC DEFENDER, NINTH  
JUDICIAL CIRCUIT

By:  \_\_\_\_\_

Printed Name: Robert Wesley

Official Position: Public Defender, 9th Cir

Date: August 23, 2019

**OFFICE OF THE STATE ATTORNEY, NINTH  
JUDICIAL CIRCUIT**

By:   
\_\_\_\_\_

Printed Name: Michael Deen

Official Position: Juvenile Bureau Chief

Date: 9/10/2018

ORANGE COUNTY CLERK OF COURTS

By: Tiffany Moore Russell

Printed Name: Tiffany Moore Russell

Official Position: Orange County Clerk of Courts

Date: December 12, 2019

REVIEWED BY: JB

**ORANGE COUNTY SHERIFF'S OFFICE**


By:  \_\_\_\_\_

Printed Name: John W. Mina

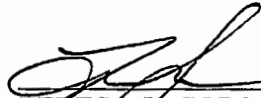
Official Position: Sheriff of Orange County

Date: 6-18-20

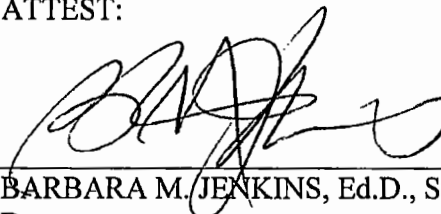
APPROVED AS TO FORM AND LEGALITY  
FOR THE RELIANCE OF THE CLERK  
OF ORANGE COUNTY,

 \_\_\_\_\_  
DATE: 6-5-2020

**THE SCHOOL BOARD OF ORANGE COUNTY,  
FLORIDA**

  
TERESA JACOBS, Chair  
Date: 10/29/19

ATTEST:

  
BARBARA M. JENKINS, Ed.D., Superintendent  
Date: \_\_\_\_\_

Approved as to form and legality by the Office  
of Legal Services to the Orange County School  
Board on: 10-9-19 Signature: V. V. Raw Cocotes  
Print Name: V. V. RAW COCOTES

**EXHIBIT A  
SCOPE OF SERVICES**

**ORANGE COUNTY, FLORIDA**

A. The County shall provide the following:

1. Membership on the Advisory Board; and
2. Juvenile Assessment Center operational space; and
3. Orange County Corrections staffing of the Booking Unit; and
4. Membership on the Site Based Management Team; and
5. Membership on the Management Team; and
6. The following Agreement Liaison to assist with resolving concerns and operational issues, including communication difficulties:

Orange County Youth & Family Services Division,  
Senior Contract Administrator,  
407-836-6521.

**ASPIRE HEALTH PARTNERS, INC.**

A. Aspire shall provide the following:

1. Membership on the Advisory Board; and

**CITY OF ORLANDO**

A. The City may provide the following:

1. Provide an officer for the Alternative Center for Truancy whose schedule shall be coordinated with the Orange County Sherriff's Office to ensure coverage by a sworn law enforcement officer; and
2. Membership on the Advisory Board.

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**

A. DCF may provide the following:

1. Training; and
2. Information and referral; and
3. Technical Assistance; and
4. Quality Assurance; and

**EXHIBIT A**

5. Membership on the Advisory Board; and
6. Notify the Juvenile Assessment Center Advisory Board in writing within thirty (30) days of any changes in funding, staffing, or practice that will result in substantial changes in services rendered.

**FLORIDA DEPARTMENT OF JUVENILE JUSTICE**

A. DJJ shall provide the following:

1. Financial Assistance; and
2. Training; and
3. Technical Assistance; and
4. Quality Assurance; and
5. Membership on the Management Team; and
6. Membership on the Advisory Board; and
7. Notification to the Juvenile Assessment Center Advisory Board, in writing, within thirty (30) days of any changes in funding, staffing, or practice that will result in substantial changes in services rendered.

**OFFICE OF THE PUBLIC DEFENDER, NINTH JUDICIAL CIRCUIT**

A. PD9 shall provide the following:

1. Representation of counsel available twenty-four (24) hours a day, seven (7) days a week to youth who have questions regarding their legal rights while at the JAC;
2. A method whereby an attorney can be contacted for the above-stated purpose at any time it becomes necessary; and
3. Membership on the Advisory Board.

**OFFICE OF THE STATE ATTORNEY, NINTH JUDICIAL CIRCUIT**

A. SAO shall provide the following:

1. Membership on the Advisory Board; and
2. 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.

**EXHIBIT A**

**ORANGE COUNTY CLERK OF COURTS**

- A. The Clerk shall provide the following:
1. 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; and
  2. Membership on the Advisory Board.

**ORANGE COUNTY SHERIFF'S OFFICE**

- A. OCSO may provide the following:
1. Maintain appropriate identification materials and listings, such as serious/habitual offender listings; and
  2. 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; and
  3. Provide a deputy for the Alternative Center for Truancy whose schedule may be coordinated with the Orlando Police Department to ensure coverage by a sworn law enforcement officer; and
  4. Membership on the Advisory Board.

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**

- A. OCPS shall provide the following:
1. School liaison; and
  2. Financial assistance and personnel for the Alternative Center for Truancy; and
  3. Membership on the Site Based Management Team; and
  4. Membership on the Management Team; and
  5. Membership on the Advisory Board.