IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

NOT FINAL UNTIL TIME EXPIRES TO FILE MOTION FOR REHEARING AND DISPOSITION THEREOF IF FILED

CASE NO. 1D12-3929

DEPARTMENT OF JUVENILE JUSTICE, STATE OF FLORIDA,

Appellant,

v.

OKALOOSA COUNTY AND NASSAU COUNTY, Petitioners, and BAY COUNTY and PINELLAS COUNTY, Intervenors, and MIAMI-DADE COUNTY, Intervenor,

Appellees.

_____/

Opinion filed June 5, 2013.

An appeal from an order of the Division of Administrative Hearings.

John Milla and Michael J. Wheeler, Assistant General Counsels, Department of Juvenile Justice, Tallahassee, for Appellant.

Carly J. Schrader, Gregory T. Stewart, and Lynn M. Hoshihara of Nabors Giblin & Nickerson, Tallahassee; John R. Dowd, General Counsel, Okaloosa County Commissioners, Shalimar; David A. Hallman, Yulee; Terrell Arline, Panama City; Linda Brehmer-Lanosa, Orlando; Jennifer Wintrode Shuler, Assistant County Attorney, Panama City; Carl Edward Brody and Christy Donovan Pemberton, Assistant County Attorneys, Clearwater, for Appellees.

PER CURIAM.

In this appeal, the Department of Juvenile Justice (DJJ) seeks review of an Administrative Law Judge's (ALJ) Final Order. The Final Order declared certain DJJ rules relating to cost sharing for secure detention invalid exercises of DJJ's authority; specifically, DJJ's interpretations of "final court disposition" and "actual costs." We find the ALJ correctly determined that DJJ's interpretations were improper.

If the language of a statute "is clear and unambiguous and conveys a clear and definite meaning, the statute should be given its plain meaning." Fla. Hosp. v. Agency for Health Care Admin., 823 So. 2d 844, 848 (Fla. 1st DCA 2002). Using the basic tenet of *in pari materia* to construe together statutes relating to the same or similar subject matter does not imply ambiguity. See Fla. Dep't of Envtl. Prot. v. ContractPoint Fla. Parks, LLC, 986 So. 2d 1260, 1265-66 (Fla. 2008) (not resorting to statutory construction, but acknowledging entire sections must be read together); Smith v. Crawford, 645 So. 2d 513, 522-23 (Fla. 1st DCA 1994) ("The legislative intent being plainly expressed, so that the act read by itself or in connection with other statutes pertaining to the same subject is clear, certain, and unambiguous, the courts have only the simple and obvious duty to enforce the law according to its terms.") (quoting State v. Egan, 287 So. 2d 1, 4 (Fla. 1973)).

Here, a plain reading of "final court disposition" cannot, as DJJ asserts, limit the term to "commitment." Likewise, "actual costs" cannot mean a figure derived through, as counsel for DJJ put it, a "complicated" formulaic scheme. A plain reading of this clear term indicates otherwise. We need not comment further, other than to commend the ALJ's extensive and accurate analysis of the rules in question.

Accordingly, we AFFIRM.

CLARK and MARSTILLER, JJ., and BOLES, W. JOEL, ASSOCIATE JUDGE, CONCUR.