

**INTERAGENCY AGREEMENT
REGARDING SHARING INFORMATION ABOUT JUVENILE OFFENDERS**

THIS INTERAGENCY AGREEMENT (hereinafter referred to as "Interagency Agreement") is made by and between The Sarasota County School District Superintendent, or his or her designee, State of Florida, Department of Juvenile Justice Probation and Community Intervention (DJJC12), Sarasota County Sheriff's Office (SCSO), Sarasota Police Department (SPD), Venice Police Department (VPD), North Port Police Department (NPPD), Longboat Key Police Department (LKPD), and New College of Florida Campus Police (NCFCP).

1. Agreement

- A. The purpose of this agreement is to implement the requirements contained in paragraph (c) of subsection (1) of s. 985.04, Florida Statutes.**
- B. Personal identifiable information may be released without consent of the student or the student's parents to parties to this Interagency Agreement pursuant to Florida Statute 1002.221 (2)(c).
- C. All parties agree to promote a coordinated effort among agencies and staff to implement the provisions of s. 985.04(1)(c), Florida Statutes.
- D. All parties agree to participate in Interagency planning meetings, as appropriate.
- E. All parties to this Interagency Agreement shall cooperate in the dissemination of information relating to students pursuant to any agreement entered into by the parties pursuant to Florida Statute 985.04(1)(c).
- F. All parties are required to comply with all state and/or federal laws related to records use, security, dissemination, and retention/ destruction. Consequences for any violation shall be governed in accordance with the law.
- G. All parties shall comply with Florida Statute 943.0525 and shall maintain confidentiality of information that is not otherwise exempt from Florida Statute 119.071(1), or as otherwise provided by law.

Sarasota County Schools

- A. Notify the appropriate school personnel in writing pursuant to section 985.04(4) and other applicable statutes in accordance with adopted school board policies.
- B. Designate and inform all parties to this Agreement of the name, address, and telephone number or numbers of the contact person or persons by geographic region, to be responsible for receiving juvenile arrest information.
- C. Request juvenile criminal history information only for purposes of assessment, placement, or school safety, security of persons and property, Florida Statute 985.04(1)(b)(2018).
- D. Designate and inform the SCSO, SPD, VPD, NPPD, LKPD, and NCFCP of the name, address, and telephone number or numbers of the contact person to be responsible for receiving confidential criminal history information, Florida Statute.

- E. Ensure that information obtained through the criminal history database is disseminated only to appropriate Sarasota County School District personnel and carries an appropriate warning regarding the reliability, confidentiality and control of further dissemination.
- F. Provide notification to any classroom teacher of assignment to the teacher's classroom of a juvenile who has been placed in a probation or commitment program for a felony offense.

Department of Juvenile Justice

- A. Immediately notify the SCSO, or his or her designee or their designees, upon learning of the move or other relocation into, out of, or within Sarasota County, of a juvenile offender who has been adjudicated delinquent or guilty of or had adjudication of delinquency or guilt withheld for, the commission of a violent misdemeanor or violent felony, Florida Statute 985.047(2)(b).
- B. Share dispositional, placement and case management information with the appropriate agency or agencies, the Sarasota County School District Superintendent, or his or her designee, for purposes of assessment, placement and enhanced supervision of juveniles referred to the DJJ, Florida Statute 985.04(4)(d).
- C. Ensure that information disseminated pursuant to this Agreement carries an appropriate warning regarding the reliability, confidentiality and control of further dissemination. Such warning shall be in accordance with the Florida Department of Law Enforcement Criminal Justice Information System User Agreement requirements.

Sarasota County Sheriff's Office

- A. Promptly provide notification to Sarasota County School District Superintendent, or his or her designee, of juveniles arrested within Sarasota County for crimes of violence or violations of law which would be a felony if committed by an adult, Florida Statute 985.04 (2018).
- B. Provide Florida summary criminal history information to the Sarasota County School District Superintendent, or his or her designee, upon request, regarding juveniles who are students enrolled in or about to be enrolled in the Sarasota County School District when necessary for assessment, placement or security of persons or property. Further, the Sheriff will establish, and forward to the Sarasota County School District Superintendent the internal procedures of the SCSO for receiving, processing and providing information pursuant to such requests, Florida Statute 985.04 (2018).
- C. Ensure that information disseminated pursuant to this Agreement carries an appropriate warning regarding the reliability, confidentiality and control of further dissemination. Such warning shall be in accordance with the Florida Department of Law Enforcement Criminal Justice Information System User Agreement requirements.

- D. Provide information to the Sarasota County School District Superintendent, or his or her designee, concerning those students who meet the statutory definition under Florida Statute 874.03(2), as a criminal gang member.
- E. Notify the Sarasota County School District Superintendent, or his or her designee, the name and address of any employee of the Sarasota County School District who is arrested and/or charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance. Notification to the Sarasota County School District Superintendent, or his or her designee, shall be within 48 hours of the arrest or charge and shall include the specific charge for which the employee was arrested charged.

Sarasota, Venice, North Port, Longboat Key Police Departments and New College of Florida Campus Police

- A. Immediately provide notification to the Sarasota County School District Superintendent, or his or her designee, of juveniles within the Sarasota County School District arrested or taken into custody from crimes of violence or violations of law which would be a felony if committed by an adult, Florida Statute 985.04 (2018).
- B. Provide Florida summary criminal history information to the Sarasota County School District Superintendent, or his or her designee(s), upon request, regarding juveniles who are students enrolled in or about to be enrolled in the Sarasota County School District when necessary for assessment, placement or security of persons or property. Further, the Sheriff will establish, and forward to the district school superintendent the internal procedures of the SCSO for receiving, processing and providing information pursuant to such requests.
- C. Ensure that information disseminated pursuant to this Agreement carries an appropriate warning regarding the reliability, confidentiality and control of further dissemination. Such warning shall be in accordance with the Florida Department of Law Enforcement Criminal Justice Information System User Agreement requirements.
- D. Provide information to the Sarasota County School District Superintendent, or his or her designee, concerning those students who meet the statutory definition under Florida Statute 874.03(2), as a criminal gang member.
- E. Notify the Sarasota County School District Superintendent, or his or her designee, the name and address of any employee of the Sarasota County School District who is arrested and/or charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance. Notification to the Sarasota County School District Superintendent, or his or her designee, shall be within 48 hours of the arrest or charge and shall include the specific charge for which the employee was arrested/charged.

2. Term of Agreement

The term of this Agreement shall take effect upon the date the last party executes the same ("Effective Date"). This Agreement shall renew every five years unless terminated

by either party by providing sixty (60) days advance written notice to the other party. This Agreement may be modified or amended upon written agreement of all parties.

3. Notices

- A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

Sarasota County School District Superintendent
Department of Juvenile Justice Circuit 12
Sarasota County Sheriff's Office
Sarasota Police Department
Venice Police Department
North Port Police Department
Longboat Key Police Department
New College of Florida Campus Police
- B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, returned receipt requested, or (3) sent by FedEx or other equivalent overnight letter delivery company, (4) sent by email.
- C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company.
- D. Parties may designate other parties or address to which notices shall be sent by notify, in writing, the other party in a manner designated for the filling of notice hereunder.

4. Entire Agreement

This document embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior agreements, representation and understandings wither oral, written, or otherwise relating thereto. This Agreement may not be modified or terminated except as provided herein.

5. Counterparts

This Agreement may be executed in counterparts to expedite its implementation and Effective Date.

IN WITNESS WHEREOF, this Interagency Agreement has been executed by and on behalf of the Sarasota County School District Superintendent, or his or her designee, a political subdivision of the State of Florida, DJJ-C12, SCSO, SPD, VPD, NPPD, LKPD, and, NCFCP on the dates stated below.

SIGNATURES PAGES TO FOLLOW

Approved as to form and content:

**SCHOOL BOARD OF SARASOTA
COUNTY**

By: _____
Arthur S. Hardy, Esq.
General Counsel

By: _____
Jane Goodwin, Chair
School Board of Sarasota County

Date: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Jane Goodwin, who is the Chair of the School Board of Sarasota County and who is personally known _____ or produced _____ as identification.

(SEAL)

Notary Public

**DEPARTMENT OF JUVENILE JUSTICE
PROBATION AND COMMUNITY
INTERVENTION**

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, who is the _____ of the Department of Juvenile Justice Probation and Community Intervention and who is personally known _____ or produced _____ as identification.

(SEAL)

Notary Public

Approved as to form and content:

SARASOTA COUNTY SHERIFF'S OFFICE

By: _____
Col. Kurt Hoffman
Chief Deputy/General Counsel

By: _____
Thomas M. Knight, Sheriff

Date: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Thomas M. Knight, who is the Sheriff of Sarasota County and who is personally known _____ or produced _____ as identification.

(SEAL)

Notary Public

The City Manager, pursuant to Sarasota City Code Section 2-5(3)gg, is authorized to administratively approve and execute this Agreement on behalf of the City of Sarasota.

Approved as to form and content:

**CITY OF SARASOTA
SARASOTA POLICE DEPARTMENT**

By: _____

By: _____
Thomas W. Barwin, City Manager
City of Sarasota

Date: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Thomas W. Barwin, who is the City Manager of the City of Sarasota and who is personally known _____ or produced _____ as identification.

(SEAL)

Notary Public

ATTEST:

**CITY OF VENICE
VENICE POLICE DEPARTMENT**

By: _____
Lori Stelzer, MMC
City Clerk, City of Venice

By: _____
John W. Holic, Mayor
City of Venice

Date: _____

Approved as to form and content:

By: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by John W. Holic, who is the Mayor of the City of Venice and who is personally known _____ or produced _____ as identification.

(SEAL)

Notary Public

ATTEST:

**CITY OF NORTH PORT
NORTH PORT POLICE DEPARTMENT**

By: _____
Kathryn Wong, City Clerk
City of North Port

By: _____
Christopher Hanks, Mayor
City of North Port

Date: _____

Approved as to form and content:

By: _____
Amber L. Slayton, City Attorney
City of North Port

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Christopher Hanks, who is the Mayor of the City of North Port and who is personally known _____ or produced _____ as identification.

(SEAL)

Notary Public

ATTEST:

**TOWN OF LONGBOAT KEY
LONGBOAT KEY POLICE DEPARTMENT**

By: _____
Trish Shinkle, Town Clerk
Town of Longboat Key

By: _____
Thomas A. Harmer, Town Manager
Town of Longboat Key

Date: _____

Approved as to form and content:

By: _____
Maggie Mooney-Portale, Town Attorney
Town of Longboat Key

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Thomas A. Harmer, who is the Town Manager of the Town of Longboat Key and who is personally known _____ or produced _____ as identification.

(SEAL)

Notary Public

Approved as to form and content:

**NEW COLLEGE OF FLORIDA
CAMPUS POLICE**

By: _____

By: _____

Michael A. Kessie, Chief of Police
New College of Florida

Date: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Michael A. Kessie, who is the Chief of Police of New College of Florida Campus Police and who is personally known _____ or produced _____ as identification.

(SEAL)

Notary Public