

INTERAGENCY AGREEMENT REGARDING SHARING INFORMATION ABOUT JUVENILE OFFENDERS

THIS INTERAGENCY AGREEMENT (hereinafter referred to as "Interagency Agreement") is made this 8th day of January, 2019, by and between The Suwannee County School Board, State of Florida, Department of Juvenile Justice Probation and Community Intervention (DJJ-C03), Suwannee County Sheriff's Office (SCSO) and Live Oak Police Department (LOPD).

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 in to 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.

Suwannee 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, pursuant Florida Statute 985.04(1)(b)(2018).
- D. Designate and inform the SCSO and LOPD, of the name, address, and telephone number or numbers of the contact person to be responsible for receiving confidential criminal history information, pursuant Florida Statute.

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

Department of Juvenile Justice

- A. Immediately notify the Suwannee County Sheriff or his or her designee(s), upon learning of the move or other relocation into, out of, or within Suwannee 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, pursuant Florida Statute 985.047(2)(b).
- B. Share dispositional, placement and case management information with the appropriate agency or agencies, the School District Superintendent, or his or her designee(s) for purposes of assessment, placement and enhanced supervision of juveniles referred to DJJ for sexual offenses, pursuant 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.

Suwannee County Sheriff's Office

- A. Promptly provide notification to Suwannee School District Superintendent, or his or her designee, of juveniles arrested within Suwannee 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 Suwannee School District Superintendent, his or her designee(s), upon request, regarding juveniles who are students enrolled in or about to be enrolled in the school district of Suwannee County when necessary for assessment, placement or security of persons or property. Further, the Sheriff will establish, and forward to the Suwannee School District Superintendent the internal procedures of the SCSO for receiving, processing and providing information pursuant to such requests, pursuant 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 Suwannee School District Superintendent or his or her designee(s) concerning those students who meet the statutory definition under Florida Statute 874.03(2), as a criminal gang member.

- E. Notify the Suwannee School District Superintendent, or his or her designee(s) the name and address of any employee of the 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 Suwannee 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.

Live Oak Police Department

- A. Immediately provide notification to the Suwannee School District Superintendent, or his or her designee(s), of juveniles within the School District of Suwannee County arrested or taken into custody for crimes of violence or violations of law which would be a felony if committed by an adult, pursuant Florida Statute 985.04 (2018).
- B. Provide Florida summary criminal history information to the Suwannee 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 school district of Suwannee County when necessary for assessment, placement or security of persons or property. Further, the Police Chief, or his or her designee will establish, and forward to the School District Superintendent the internal procedures of the LOPD 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 Suwannee School District Superintendent, or his or her designee(s), concerning those students who meet the statutory definition under Florida Statute 874.03(2), as a criminal gang member.
- E. Notify the Suwannee School District Superintendent, or his or her designee(s), the name and address of any employee of the 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 Suwannee School District Superintendent, or his or her designee(s), 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 parties. 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:

Suwannee County Sheriff's Office
1902 Duval St. NE
Live Oak, FL 32060

Live Oak Police Department
205 White Avenue SE
Live Oak, FL 32064

Department of Juvenile Justice Circuit 03
690 East Duval St.
Lake City, FL 32055

Suwannee County School Board
1729 Walker Ave., SW, Suite 200
Live Oak, FL 32064

- 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, return receipt request, (3) sent by FedEx or other equivalent overnight letter delivery company, or (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 addresses to which notices shall be sent to notify, in writing, the other party in a manner designated for the filing 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 whether 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 Suwannee School District Superintendent, or his or her designee(s), a political subdivision of the State of Florida, SCSO, LOPD, DJJ-C03, on this 8th day of January, 2019.

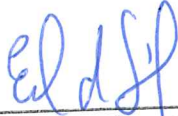
(signatures on next page)

"Approved as to Form and Sufficiency
BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"



Chairperson, Suwannee County School Board

SUWANNEE COUNTY SCHOOL BOARD

By: 
Superintendent, Ted Roush

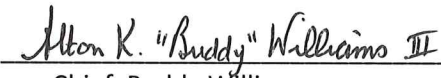
Date: JAN 08 2019

SUWANNEE COUNTY SHERIFF'S OFFICE

By: 
Sheriff, Sam St. John

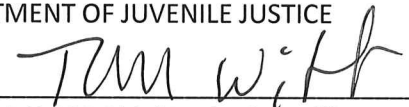
Date: 1-15-19

LIVE OAK POLICE DEPARTMENT

By: 
Chief, Buddy Williams

Date: 01-15-19

DEPARTMENT OF JUVENILE JUSTICE

By: 
DJJ-C03 Chief Probation Officer, Tom Witt

Date: 1/11/19