

Sample Interagency Agreement C

[State of Florida]

Santa Rosa Juvenile Justice Council Interagency Agreement

This agreement made and effective on the date signed by all parties, by and between the Department of Juvenile Justice, District One; the Santa Rosa County Clerk of the Court; the Santa Rosa County Circuit Court, Juvenile Division; the Santa Rosa County School Superintendent; the Santa Rosa County Sheriff; the Gulf Breeze Chief of Police; the Milton Chief of Police; The State Attorney of the First Judicial Circuit.

WITNESSETH;

WHEREAS, all parties are committed to providing appropriate programs and services to prevent children from becoming at risk and to intervene with children already involved in the juvenile justice system; and

WHEREAS, all parties to this agreement desire a maximum degree of long range cooperation and administrative planning in order to provide for the safety and security of the community and its children; and

WHEREAS, all parties are committed to improving services to children in the juvenile justice system through sharing information, eliminating duplication of services and coordinating efforts; and

WHEREAS, all parties mutually agree that sharing resources, where feasible, and in particular, training efforts, may result in improved coordination; and

WHEREAS, is the understanding by all parties that certain roles in serving children and youth are required by law, and that these laws shall serve as the foundation for defining the role and responsibility of each participating agency; and

WHEREAS, all parties mutually agree that all obligations stated or implied in this agreement shall be interpreted in light of, and consistent with, governing state and federal laws:

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

EACH OF THE PARTIES AGREES TO:

1. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of reducing juvenile crime.
2. Participate in interagency planning meetings, as appropriate.
3. Assign staff, as appropriate, to participate in joint planning and other information-sharing activities to assess and develop plans for at-risk youth and those involved in the juvenile justice system.
4. Jointly plan, and/or provide information and access to, training opportunities, when feasible.
5. Develop internal policies and cooperative procedures, as needed, to implement this agreement to the maximum extent possible.
6. Comply with Sections 943.0525, 943.054, 119.041, F.S.; 45, CFR part 205.50 and 42, CFR, Chapter 1, and other applicable rules and procedures which relate to records use, security, dissemination, and retention/destruction. Maintain confidentiality of information that is not otherwise exempt from Section 119.07(1), F.S., as provided by law.

DEPARTMENT OF JUVENILE JUSTICE, DISTRICT ONE AGREES TO:

1. Notify the Sheriff, Police Chiefs and Superintendent of Schools, or designees, immediately upon learning of the move or other relocation of a juvenile offender into, out of, or within Santa Rosa County, who has been adjudicated or had adjudication withheld for a violent misdemeanor or violent felony. (Section 985.08 (2) (b), F.S.)
2. Share dispositional, placement and case management information with law enforcement and school district for purposes of assessment, placement and enhanced supervision of juveniles referred to the Department of Juvenile Justice. (Section 985.04(3), F.S.)
3. Provide notice to the Superintendent of Schools, or his designee, immediately upon the initiation of planning efforts with private nonprofit entities or governmental entities, including the Department of Juvenile Justice, which could result in the location, relocation or expansion of youth services programs and which may impact the school district.

4. Provide technical assistance and resource personnel as provided through contracts and other agreements.
5. Serve as an active participant on the Santa Rosa County Juvenile Justice Council. (Section 985.414, F.S.)

SANTA ROSA COUNTY CIRCUIT COURT, JUVENILE DIVISION AND/OR SANTA ROSA COUNTY CLERK OF THE COURT AGREES TO:

1. Within 48 hours of the finding, notify the Superintendent or designee, the name and address of any student found to have committed a delinquent act, or who has had adjudication of a delinquent act withheld which, if committed by an adult, would be a felony, or the name and address of any student found guilty of a felony. Notification shall include the specific delinquent act found to have been committed or for which adjudication was withheld, or the specific felony for which the student was found guilty. (Section 230.335 (b), F.S.)

SANTA ROSA COUNTY SCHOOL SUPERINTENDENT AGREES TO:

1. Notify, within 48 hours, the child's school principal, of juveniles arrested for crimes of violence or violation of law which would be a felony if committed by an adult, upon receipt of such information from the Sheriff's Department and/or Police Departments. The principal or designee shall immediately provide such information to student services personnel, school resource officers, the student assistance coordinator if applicable, and the student's immediate teachers. (Section 985.04 (7) (b), F.S.)
2. Designate the contact person to be responsible for receiving juvenile arrest information and inform all parties as to the Superintendent's designee.
3. Request juvenile criminal history information from the Department of Juvenile Justice only for the purposes of assessment, placement or security of persons and property. (Section 985.04 (3), F.S.)
4. Identify those persons designated by the Superintendent as authorized to receive confidential criminal history information and inform law enforcement representatives of the names of those individuals. (Section 985.04(3), F.S.)
5. Ensure that information obtained through the criminal history database and disseminated only to appropriate school personnel, carries an appropriate warning, regarding the reliability, confidentiality and control of further dissemination. Appropriate internal written policies will be adopted.
6. Share information on student achievement, behavioral and attendance history on juvenile offenders or juveniles at risk of becoming offenders for the purpose of assessment and treatment with parties to this agreement, as appropriate. (Section 985.08(b)(F.S.)

7. School principal shall communicate all delinquent acts which occur whenever a student is under the jurisdiction of the school to the law enforcement agency with jurisdiction over the school. (Section 230.235, F.S.)
8. Notify the school resource officer or law enforcement agency having jurisdiction over the school when an adult commits an offense on school property or during a school function. (Section 230.235 F.S.)
9. Enter into agreements for contracted youth services educational programs with private nonprofit providers or state or local governmental agencies contracted through the Department of Juvenile Justice, District One to an extent determined feasible by the Superintendent of Schools. (Section 230.2316, F.S.)
10. Serve as an active participant on the Santa Rosa County Juvenile Justice Council. (Section 985.414, F.S.)
11. Authorize schools to provide, upon request, law enforcement officers with information as to whether individual students have dropped out or been suspended from that school. Superintendent or designee shall provide a regularly updated list of students who are home schooled or expelled to the Santa Rosa County Sheriff, the Milton Police Chief, the Gulf Breeze Police Chief, or their designees.

SANTA ROSA COUNTY SHERIFF AGREES TO:

1. Immediately provide notification to the Superintendent of Schools, or his designee, of juveniles within the Santa Rosa County educational jurisdiction arrested for crimes of violence or violations of law, which would be a felony if committed by an adult. (Sections 985.04(7)(a), 985.207(1)(b), F.S.)
2. Ensure that information disseminated carries an appropriate warning, regarding the reliability, confidentiality and control of further dissemination (F.D.L.E. CJIS/User Agreement).
3. Provide technical assistance, educational support services and resource officers as provided through contracts and other agreements.
4. Develop policies and procedures that will reflect that the Sheriff, or designee, shall cause the appropriate school based administrator to be notified in a timely manner of incidents or arrests involving students where there is a possibility of on-going violence, victimization, or school disruption at the school site.
5. Provide information to the School Superintendent or designee on those students who meet the statutory definition under Section 874.03(2), F.S., as a criminal street gang member.
6. Notify the Superintendent of Schools within 48 hours of the name and address of any employee of the school district who is 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 Superintendent shall include the specific charge for which the employee was arrested. (Section 230.335(1)(a), F.S.)

7. Serve as an active participant on the Santa Rosa County Juvenile Justice Council. (Section 985.414, F.S.)

MILTON AND GULF BREEZE POLICE CHIEFS AGREE TO:

1. Immediately provide notification to the Superintendent of Schools, or his designee, of juveniles within the Santa Rosa County educational jurisdiction arrested for crimes of violence or violations of law, which would be a felony if committed by an adult. (Sections 985.04(7)(a), 985.207(1)(b), F.S.)
2. Ensure that information assistance, educational support services and resource personnel as provided through contracts and other agreements.
3. Provide technical assistance, educational support services and resource personnel as provided through contracts and other agreements.
4. Develop policies and procedures that will reflect that the Police Chief, or designee, shall cause the appropriate school based administrator to be notified in a timely manner of incidents or arrests involving students where there is a possibility of on-going violence, victimization, or school disruption at the school site.
5. Provide information to the School Superintendent, or designee, on those students who meet the statutory definition under Section 874.03(2), F.S., as a criminal street gang member.
6. Notify the Superintendent of Schools within 48 hours of the name and address of any employee of the school district who is 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 Superintendent shall include the specific charge for which the employee was arrested. (Section 230.335(1)(a), F.S.)
7. Serve as an active participant on the Santa Rosa County Juvenile Justice Council. (Section 985.414, F.S.)

STATE ATTORNEY OF THE FIRST JUDICIAL CIRCUIT AGREES TO:

1. Provide copies to the school superintendent, or designee, of all Petitions and information for all felonies or delinquent acts, which would be a felony if committed by an adult filed on anyone who is a student, registered in the Santa Rosa County School District. (Section 985.04(7)(b), F.S.)
2. Serve as an active participant on the Santa Rosa County Juvenile Justice Council. (Section 985.414, F.S.)

TERMS OF AGREEMENT:

This agreement shall be in effect as of the date the agreement is signed by the parties. The agreement shall remain in effect until such time as one or more of the parties provides written notice to the Chair of the Santa Rosa Juvenile Justice Council stating a desire to amend the agreement.

ADMINISTRATIVE

AGENCY REPRESENTATIVES:

Law Enforcement:	William Markopoulos, Milton Chief of Police John Morgan, Gulf Breeze Chief of Police Richard Hough, Santa Rosa County Sheriff's Office
State Attorney's Office:	Adrianna Spain, Assistant State Attorney
County Clerk's Office:	Tina Hand, Court Department Supervisor I
Santa Rosa District Schools: Dept. of Juvenile Justice:	Bill Price, Director of High School Education Kitty Williams, Delinquency Case Management Counselor Supervisor

The above referenced person will develop procedures for ongoing meetings and will, at least annually, review the agreement and, if necessary, recommend any changes.

MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by the consent of all parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all parties.

OTHER INTERAGENCY AGREEMENTS:

All parties to this agreement acknowledge that this agreement does not preclude or preempt each of the agencies individually entering into an agreement with one or more parties to this agreement or other parties outside of this agreement. Such agreements shall not nullify the force and effect of this agreement.

SIGNATURES OF PARTIES TO THIS AGREEMENT:

Bennett C. Russell, Superintendent of Schools	12/16/97
William Markopoulos, Milton Police Chief	12/18/97
John Morgan, Gulf Breeze Police Chief	12/18/97
Jerry Brown, Santa Rosa County Sheriff	12/18/97
John Tallon, Department of Juvenile Justice	01/12/98
Curtis Golden, State Attorney	01/08/98
Mary Johnson, Clerk of the Court	12/16/97