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INTERAGENCY AGREEMENT
FOR INFORMATION-SHARING ON JUVENILE OFFENDERS

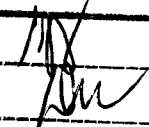
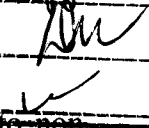
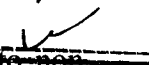
THIS "INTERAGENCY AGREEMENT FOR INFORMATION-SHARING ON JUVENILE OFFENDERS" (hereinafter "Interagency Agreement") is between the Polk County Sheriff's Office, all the law enforcement agencies located in Polk County, Florida, the State of Florida Department of Juvenile Justice, the State Attorney of the Tenth Judicial Circuit in and for Polk County, Florida, and the District School Superintendent of Polk County, Florida.

WITNESSETH:

WHEREAS, Section 985.04(1)(C) of the Florida Statutes, requires the State of Florida Department of Juvenile Justice, the Sheriff, the Chiefs of Police, the State Attorney, and the District School Superintendent in each county to enter into an interagency agreement for the purpose of sharing information about juvenile offenders among all parties, to specify the conditions under which "summary criminal history information" is to be made available to specified school personnel, to specify the conditions under which school records are to be made available to appropriate department personnel, and to provide for 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;

WHEREAS, Section 1002.22 of the Florida Statutes, despite a legislature-acknowledged right of privacy, permits a state or local educational agency, board, public school, career center or public postsecondary educational institution, without the consent of the student or student's parent, to release "personally identifiable records or reports of a student" to "[p]arties to an interagency agreement...for the purpose of [for example] reducing juvenile crime...improve school safety...reduce truancy..."

WHEREAS, criminal justice agencies are restricted by Section 943.0525 of the Florida Statutes, other state and federal law, and "user agreements" with the State of Florida Department

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of Law Enforcement regarding the disclosure of some criminal historical information to non-criminal justice agencies;

WHEREAS, Chapters 119 and 794 of the Florida Statutes protects and, indeed, creates civil and criminal penalties for the disclosure of certain criminal historical information; and

WHEREAS, the parties have developed this Interagency Agreement to comply with the above-referenced mandate of Section 985.04, Florida Statutes, to encourage cooperation and collaboration among subscribing entities, and to timely provide information to classroom teachers regarding juvenile offenders in Polk County, Florida.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. DEFINITIONS

As used herein, the following terms shall have the following meanings:

1.1 "Crime of violence" or "crime of violence" means any assault, aggravated assault, battery, affray, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death, by a person against any other person.

1.2 "Domestic violence" or "domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member.

1.3 "Summary criminal history information" is limited to:

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- a. the names and dates of birth of the alleged perpetrators of a felony crime or a crime of violence as well as the alleged time, date, location and the statutory name of such crime(s), and,
- b. except in cases alleging any sexual offense, the names, dates of birth, and Polk County school attended, if known, of the alleged victims of child abuse, stalking, harassment, or any crime of domestic violence.

Section 2. SCOPE OF DUTIES

2.1 The State of Florida Department of Juvenile Justice agrees to daily deliver juvenile “Detention Screening Packets” and corresponding disposition orders issued by the court to a location within a, or various, Polk County courthouse complex(s) to which the State Department of Juvenile Justice and District School Superintendent, or designee, agree. The District School Superintendent agrees to designate a person in their carrier service for the purpose of obligating them to collect the “Detention Screening Packets” and court disposition orders placed at the location described herein, and deliver them to the District School Superintendent, or designee(s).

2.2 The District School Superintendent(s) agree(s), unless prohibited by federal law or court order, to make school records of, and reports concerning students available to the parties to this Interagency Agreement at reasonable times and under reasonable circumstances.

2.3 Within a reasonable time after a juvenile is placed in probation or a commitment program, the State of Florida Department of Juvenile Justice agrees to provide notice of that placement to the District School Superintendent or designee(s).

2.4 The District School Superintendent agrees, upon receiving the information concerning juvenile placement into probation, or a commitment program from the State of Florida Department of Juvenile Justice, to timely provide such information to the classroom teacher into whose classroom the relevant juvenile has been assigned.

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2.5 Parties to this Interagency Agreement agree to share “summary criminal history information” concerning juvenile offenders in accordance with Section 985.04, Florida Statutes.

Section 3. TERM OF AGREEMENT, RENEWAL AND TERMINATION

3.1 The term of this Interagency Agreement shall commence upon the date the last party hereto signs and shall continue in effect for three (3) years.

3.2 Termination of this agreement shall occur should the relevant portions of Section 985.04, Florida Statutes, be repealed or superseded by state or federal statutory or common law, court order, or, by a party providing written notice of said termination at least thirty (30) days preceding the desired termination date, to (the) part(y)(ies) to whom the terminating party owes, by this agreement, a duty to share the defined information. Any party may so terminate without cause and without liability to any other party.

Section 4. GENERAL CONDITIONS

4.1 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Interagency Agreement.

4.2 Governing Law. This Interagency Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Interagency Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Tenth Judicial Circuit of Polk County, Florida.

4.3 Binding Effect. This Interagency Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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4.4 Assignment. Neither this Interagency Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

4.5 Severability. In case any one or more of the provisions contained in this Interagency Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Interagency Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

4.6 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board:

The School Board of Polk County
Office of the Superintendent
Post Office Box 391
Bartow, Florida 33831

To Polk County Sheriff's Office:

Polk County Sheriff's Office
Att: Office of Legal Affairs
1891 Jim Keene Blvd
Winter Haven, Florida 33880

To Florida Department
Juvenile Justice:

Your Contract Manager
Florida Department of Juvenile Justice
2737 Centerview Drive, Suite 1109
Tallahassee, Florida 32399
Manager@djj.state.fl.us

To Lakeland Police Department:

City of Lakeland Police Department
219 N Massachusetts Ave, Lakeland, FL 33801

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Lakeland, FL 33801-5050

To Auburndale Police Department:

Auburndale Police Department
2 Bobby Green Plaza
Auburndale, FL 33823

To Bartow Police Department:

Bartow Police Department
450 North Broadway Avenue
Bartow, Florida 33831

To Davenport Police Department:

Davenport Police Department
16 Bay St W
Davenport, FL 33837

To Florida Polytechnic University
Department of Public Safety:

Florida Polytechnic University
Att: Department of Public Safety
4700 Research Way
Lakeland, Florida 33805

To Haines City Police Department:

Haines City Police Department
35400 US-27
Haines City, FL 33844

To Lake Alfred Police Department:

Lake Alfred Police Department
190 N Seminole Ave
Lake Alfred, FL 33850

To Lake Hamilton Police Department:

Lake Hamilton Police Department
100 Smith Ave
Lake Hamilton, FL 33851

To Winter Haven Police Department:

Winter Haven Police Department
125 N S Lake Silver Dr
Winter Haven, FL 33881

To Lake Wales Police Department:

Lake Wales Police Department
133 E Tillman Ave
Lake Wales, FL 33853

To State Attorney of the
Tenth Judicial Circuit

State Attorneys Office of the Tenth Judicial Circuit
P.O. Box 9000
Bartow, Florida 33830

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4.7 Authority. Each person signing this Interagency Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Interagency Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Interagency Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interagency Agreement on the date first above written.

POLK COUNTY SHERIFF'S OFFICE
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

andria mcdonald

Date: *5/2/19*

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GCS	<i>ca</i>

CHIEF, CITY OF LAKELAND POLICE DEPARTMENT

By: *R. Garcia*
RUBEN GARCIA

Date: *05/18/19*

STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE

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By: *Alison Fulford*
ALISON FULFORD, CHIEF PROBATION OFFICER

Date: *June 12, 2019*

POLK COUNTY DISTRICT SUPERINTENDENT OF SCHOOLS

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By: *Jacqueline M. Byrd*
JACQUELINE M. BYRD

Date: *6/3/19*

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SHERIFF GRADY JUDD, POLK COUNTY, FLORIDA

By: *Andria McDonald*
ANDRIA MCDONALD, EXECUTIVE DIRECTOR

Date: *5/2/19*

CHIEF, CITY OF AUBURNDALE POLICE DEPARTMENT

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By: *Andy Ray*
ANDY RAY

Date: 06/18/19

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GCS	<i>✓</i>

CHIEF, CITY OF BARTOW POLICE DEPARTMENT

By: *Joe Hall*
JOE HALL

Date: *5/9/19*

CHIEF, CITY OF DAVENPORT POLICE DEPARTMENT

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GCS	<i>✓</i>

By: *[Signature]*
LARRY HOLDEN

Date: 5-10-19

INTERIM CHIEF, FLORIDA POLYTECHNIC UNIVERSITY POLICE DEPARTMENT

By: _____

DANNY HOUSER

Date: _____

5/16/19

CHIEF, CITY OF HAINES CITY POLICE DEPARTMENT

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GCS	<i>W</i>

By: *James R. Elensky*
JAMES R. ELENSKY

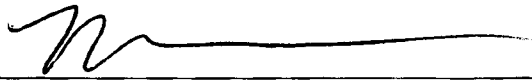
Date: *5/14/2019*

CHIEF, CITY OF LAKE ALFRED POLICE DEPARTMENT

By: Chief Art Bodenheimer
ART BODENHEIMER

Date: 5/1/2019

CHIEF, CITY OF LAKE HAMILTON POLICE DEPARTMENT

By: 
MICHAEL TEAGUE

Date: 5-6-19

CHIEF, CITY OF LAKE WALES POLICE DEPARTMENT

By: 
CHRIS VELASQUEZ

Date: 05/01/2019

CHIEF, CITY OF WINTER HAVEN POLICE DEPARTMENT

By: 
CHARLIE BIRD

Date: 5/6/19

STATE ATTORNEYS OFFICE OF THE TENTH JUDICIAL CIRCUIT

By: Chris Nelson
Chris Nelson - EXECUTIVE DIRECTOR

Date: April 30, 2019