

INTERAGENCY AGREEMENT REGARDING SHARING INFORMATION ABOUT JUVENILE OFFENDERS

THIS INTERAGENCY AGREEMENT (hereinafter referred to as "Interagency Agreement") is made this ____ day of _____, _____, by and between The Santa Rosa County School District Superintendent, or his or her designee, State of Florida, Department of Juvenile Justice Probation and Community Intervention (DJJ-C01), Santa Rosa County Sheriff's Office (SRCO), Milton Police Department (MPD), and the Gulf Breeze Police Department (GBPD)

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. Personally 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**
- F. 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).**
- I. 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.**
- J. 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.**

Santa Rosa 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 SRCO, MPD, GBPD 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 school district personnel. The school district shall also ensure that any such information include an appropriate warning regarding the reliability and confidentiality of such information as well as a statement that such confidential criminal information is for limited informational purposes only and shall, under no circumstances, be further disseminated.
- K. 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 SRCSO, MPD, GBPD Santa Rosa district school superintendent, or his or her designee or their designees, upon learning of the move or other relocation into, out of, or within Santa Rosa 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 984.05(4)(b)(2018).
- B. Share dispositional, placement and case management information with the appropriate agency or agencies, the district school superintendent, or his or her designee for purposes of assessment, placement and enhanced supervision of juveniles referred to the DJJ, Florida Statute 984.05(1)(b)(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.

Santa Rosa County Sheriff's Department

- A. Promptly provide notification to Santa Rosa district school superintendent, or his or her designee, of juveniles arrested within Santa Rosa 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 Santa Rosa district school superintendent, or his or her designee or his or her designee(s), upon request, regarding specifically identified juveniles who are students enrolled in or about to be enrolled in the school district of Santa Rosa County when necessary for assessment, placement or security of persons or property. SRCSO will establish, and forward to the Santa Rosa district school superintendent the internal procedures of the SRCSO for receiving, processing and providing information pursuant to such requests, Florida Statute 985.04 (2018). Further, SRCSO reserves the right to withhold any such criminal information should it, in its sole discretion, determine such information to be a nonviolent criminal history.
- C. Ensure that any confidential criminal information disseminated pursuant to this Agreement carries an appropriate warning regarding the reliability and confidentiality of such information as well as a statement that such information is for limited information purposes only and shall not be, under any circumstances, be further disseminated. 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 Santa Rosa district school 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 Santa Rosa district school superintendent, or his or her designee, the name and address of any individual known to SRCSO to be 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 Santa Rosa district school 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.

Milton Police Department

- A. Immediately provide notification to the Santa Rosa district school superintendent, or his or her designee, of juveniles within the School District of Santa Rosa County 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 Santa Rosa district school 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 Santa Rosa County 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 SRCSO 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 Santa Rosa district school 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 Santa Rosa district school superintendent, or his or her designee 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 Santa Rosa district school 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. **Termination** This Agreement may be terminated immediately by any party hereto providing written notice to the other parties hereto if it is discovered that any information shared in accordance with this Agreement is misused or inappropriately disseminated by any party here to or any employee or agent of the parties.

4. **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:

Santa Rosa County Sheriff's Office
Sheriff Bob Johnson
5755 East Milton Road
Milton, FL 32583

Milton Police Department

Gulf Breeze Police Department

Department of Juvenile Justice Circuit 01

Santa Rosa District School Superintendent

- 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 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 the return receipt was signed by the recipient, or if sent by overnight letter delivery company, the date the package was delivered by said carrier.
- 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.
5. **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.
6. **Governing Law** This Agreement shall be construed in accordance with the laws of the State of Florida. Venue shall be in Santa Rosa County, Florida.

7. **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 Santa Rosa district school superintendent, or his or her designee, a political subdivision of the State of Florida, SRCSO, MPD, GBPD, DJJ-C01, on this _____ day of _____, _____.

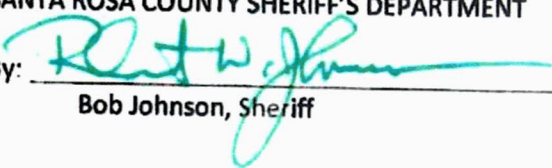
THE SANT ROSA COUNTY SCHOOL DISTRICT/SANTA
ROSA COUNTY SCHOOL BOARD

By: _____
Superintendent

By: _____

Date: _____

SANTA ROSA COUNTY SHERIFF'S DEPARTMENT

By: 
Bob Johnson, Sheriff

Date: 1-2-20

MILTON POLICE DEPARTMENT

By: 
Chief

Date: 2-27-2020

GULF BREEZE POLICE DEPARTMENT

By: _____

Chief

Date: _____

6-22-20

DEPARTMENT OF JUVENILE JUSTICE

By: _____

DJJ-C01 Chief Probation Officer

Date: _____