

TAB 10

**POINT PAPER
On
POLICE DEPARTMENT**

**Information sharing with Manatee County School District
January 26, 2009**

Issue:

There is no written agreement between the Palmetto Police Department and The Manatee County School District on Information Sharing.

Background:

It is in the interest of public safety that certain information be timely shared. F.S.S. 985.04 (1) requires that agencies make a historical summary of criminal information about juvenile offenders available to the District Superintendent of Schools.

Requires law enforcement agencies to provide notice to the District Superintendent of Schools of having taken a child into custody for an offense that would have been a felony if committed by an adult or a crime of violence.

FSS 1012.797 (1) requires law enforcement agencies to provide the name and address of any employee of the 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.

Alternatives:

- Sign the MOU/Information Sharing Agreement between Palmetto Police Department and the Manatee School District
- Do not sign the MOU/Information sharing agreement with the Manatee School District

Recommendation:

Recommend the Police Department sign the Memorandum of Understanding/ Information Sharing Agreement with The Manatee School District.

Budget Impact:

None Identified

Revised
12/18/08

Revised 11-18-08

INTERAGENCY AGREEMENT
FOR INFORMATION-SHARING ON SELECT JUVENILES

THIS AGREEMENT is made and entered into on the last date upon which it bears the signature of a fully-authorized party representing the District Superintendent of Schools (the "District"), the Florida Department of Juvenile Justice, the Manatee County Sheriff's Office, The City of Bradenton, the City of Bradenton Beach, the City of Holmes Beach, the City of Palmetto, the City of Longboat Key, and the City of Anna Maria Island (collectively, the "Agencies"), effective as between them upon that date, and effective as to all and among all other parties similarly subscribed below upon the date they so subscribe (the "Agreement").

WITNESSETH:

WHEREAS, it is in the interest of public safety that certain information be timely shared among the parties to this Agreement;

WHEREAS, in chapter 985, Florida Statutes (2007), and in other legal sources, the Florida Legislature has codified its policy with respect to juvenile justice, prevent delinquency and protect the public; and

WHEREAS, section 985.04(1), Florida Statutes (2007), mandates, within each county, the sheriff, the chiefs of police, the District School Superintendent and the State of Florida Department of Juvenile Justice to enter into an interagency agreement for the purpose of sharing information about juvenile offenders; and

WHEREAS, section 985.04(4), Florida Statutes (2007), requires law enforcement agencies to provide notice to the District Superintendent of Schools of having taken a child into custody for an offense that would have been a felony if committed by an adult, or a crime of violence; and

WHEREAS, section 1012.797(1), Florida Statutes (2007), requires law enforcement agencies to provide the District with the name and address of any employee of the 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, to include the specific charge; and

WHEREAS, section 985.04(1), Florida Statutes (2007), requires the Agencies to make historical, “summary” criminal information about juvenile offenders available to the District Superintendent of Schools; and

WHEREAS, section 1002.22, Florida Statutes (2007), 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...improving school safety...reducing truancy...;” and

WHEREAS, criminal justice agencies are restricted by section 943.0525, Florida Statutes (2007), other state and federal law, and “user agreements” with the State of Florida Department of Law Enforcement regarding the disclosure of some criminal historical information to non-criminal justice agencies; and

WHEREAS, chapters 119 and 794, Florida Statutes (2007), protects and, indeed, creates civil and criminal penalties for the disclosure of certain criminal historical information.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties to this Agreement, and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. DEFINITIONS

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

1.1 **“Agency”** or **“agency”** shall mean a **“law”** enforcement agency, including the Office of the Sheriff of Manatee County, Florida, and each of the municipal police departments of each municipality located within Manatee County, Florida.

1.2 **“Child”** or **“child”** is a person under the age of 18 years.

1.3 **“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.

1.4 **“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.

1.5 **“Summary criminal history information”** is limited to allegations of the time, date, location and the statutory name of a felony crime or a crime of violence, the names and dates of birth of the alleged offenders, and, except in cases alleging any sexual offense, any offense of child abuse, stalking, harassment, or any crime of domestic violence, the names, dates of birth, and Manatee County school attended, if known, of the alleged victims of such crimes.

1.6 **“Taken a child into custody”** or **“taken a child into custody”** shall mean the status of a child when temporary physical control over the child is attained by a person authorized by law, pending the child’s release, detention, placement or other disposition authorized by law, but excludes those instances when said detention terminates with the issuance of a **“Notice to Appear.”**

1.7 **“Student”** shall mean any juvenile or adult student enrolled in the Manatee County School District.

1.8 “Employee” shall mean any person employed by the School Board of Manatee County, Florida.

Section 2. SCOPE OF DUTIES

2.1 Pursuant to the requirements of section 985.04, Florida Statutes (2007), and consistent with criminal justice procedures, the Manatee County Jail will screen persons arrested to determine the offender’s student status and, if a student, determine if the offense would have been a felony if committed by an adult, or a crime of violence. A list of arrested subjects who meet this criteria will be developed and will include the name, date of birth, race, sex, address, charge, name of arresting agency, and arresting agency case number. When a known employee of the District is arrested for any felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance, this list shall include the same information as set forth for a student. On a daily basis, this list will be sent to the District’s dedicated facsimile number, 941-708-8682, to the attention of Verdy Bradley or scanned and forwarded to the District via E-Mail to “infosharing@manateeschools.net”.

2.2 For any student taken to the Juvenile Booking Facility (“JBF”), JBF personnel shall provide the information required in paragraph 2.1 to the District by placing the information in a pick up box at the JBF. The District will pick up such information on a daily basis unless alternative arrangements for distribution of the information is made.

2.3 Notwithstanding paragraphs 2.1 and 2.2, each law enforcement agency shall provide the District with a copy of the Probable Cause Affidavit (“PCA”) for any student arrested for an offense that would be a felony if committed by an adult or a crime of violence or a District employee arrested for any felony or a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance via the dedicated facsimile number, 941-708-8682 to the attention of Verdy Bradley or scanned and forwarded to the District via E-Mail to “infosharing@manateeschools.net”. Prior to forwarding the PCA to the District each law enforcement agency is responsible for insuring that any information exempt from public records as provided in chapter 119, Florida Statutes, is redacted. Each law enforcement agency

will notify their respective records clerks of this Agreement and the need for prompt compliance.

2.4 All parties recognize the need of the District to receive sufficient, timely information in order to make an informed decision as to the need for an immediate transfer of such student or victim or the removal of such employee as may be appropriate. The District may need more information beyond the basic arrest information. To that end, and to the extent information is not made confidential or exempt by Florida or Federal law, law enforcement will provide the District with copies of any PCA or report which will provide sufficient information through which the District can make an informed decision. In those instances where the information identifying the victim of a crime must be redacted, and the victim is identified as a student in any District school, the school attended by the victim shall be provided to the District.

2.5 The District and law enforcement recognize there will be instances where the release of reports involving ongoing investigations of students or District employees could interfere with a successful investigation and ultimate prosecution. It is understood that these instances will be considered on a case by case basis, taking into consideration the potential harm to students, in determining the extent of any disclosure to the District. Communications between the parties is important; however, the ultimate decision on disclosure remains with the law enforcement agency.

2.6 The undersigned District School Superintendent agrees, unless prohibited by federal law or court order, to make school records of, and reports concerning students available to the parties to this Agreement at reasonable times and under reasonable circumstances.

2.7 Criminal justice agencies to this Agreement agree to share, for criminal justice purposes, criminal justice information concerning juveniles with all other criminal justice agency parties to this Agreement. Criminal justice agency parties to this Agreement agree, upon request by a non-criminal justice agency to this Agreement, to the extent permitted by law and

consistent with the terms of this Agreement, and any other agreement(s) into which they may have entered, concerning access, disclosure, transmission or security of criminal justice information, to make information about juvenile offenders available to such requesting non-criminal justice agency or party.

Section 3. TERM OF AGREEMENT, RENEWAL AND TERMINATION

3.1 The term of this Agreement shall extend from the relevant effective date as defined above for a period of one (1) year, unless terminated as provided herein at some earlier date. This Agreement may be renewed upon written memoranda subscribed by the Manatee County Sheriff's Office and an authorized representative of the State of Florida Department of Juvenile Justice and the District Superintendent of Schools, and such other parties subscribed below as may participate therein.

3.2 Termination of this Agreement shall occur should the statutory mandate for creation cited above be repealed or superseded by state or federal statutory or common law, court order, or, by providing written notice of said termination at least thirty (30) days preceding the desired termination date, to (the) parties to this Agreement. Any party may so terminate without cause and without liability to any other party, by providing written notice to the other parties as described herein.

Section 4. EXCLUSIVITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof, to include the Memorandum of Understanding dated October 1, 2008.

Section 5. THIRD PARTY BENEFICIARIES

This Agreement is intended solely for the benefit of the parties hereto and shall not, directly or by implication, create any rights in, or duties to, any third parties of any nature whatsoever.

Section 6. GOVERNING LAW

This Agreement shall be controlled, interpreted, construed, and enforced in accordance with the laws of the State of Florida.

Section 7. VENUE

In the event any legal action is taken in connection with this Agreement, the proper venue for said action shall be in Manatee County, Florida.

Section 8. DRAFTSMANSHIP

The fact that one of the parties may have drafted or structured any provision of this Agreement shall not be considered in construing the particular provision or document either in favor of or against such party.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement as of the day and year as defined above and as appears below.

**STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE**

**CHIEF, CITY OF HOLMES BEACH
POLICE DEPARTMENT**

By: _____
Print Name: _____

By: _____
Print Name: _____

Date: _____

Date: _____

**SUPERINTENDENT OF SCHOOLS,
SCHOOL BOARD OF MANATEE
COUNTY, FLORIDA**

**CHIEF, CITY OF PALMETTO
POLICE DEPARTMENT**

By: _____
Print Name: _____

Date: _____

SHERIFF, MANATEE COUNTY, FLORIDA

By: _____
Print Name: _____

Date: _____

**CHIEF, CITY OF LONGBOAT KEY
POLICE DEPARTMENT**

By: _____
Print Name: W. BRAD STEUBE

Date: _____

**CHIEF, CITY OF BRADENTON POLICE
DEPARTMENT**

By: _____
Print Name: _____

Date: _____

MAYOR, CITY OF ANNA MARIA ISLAND

By: _____
Print Name: _____

Date: _____

**CHIEF, CITY OF BRADENTON BEACH
POLICE DEPARTMENT**

By: _____
Print Name: _____

Date: _____

By: _____
Print Name: _____

Date: _____