

TAB 5

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 an 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

INTERAGENCY AGREEMENT
FOR INFORMATION-SHARING ON SELECT JUVENILES

THIS AGREEMENT is made and entered into on the last date signed below by and between the Manatee County 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 Town of Longboat Key, and the City of Anna Maria (collectively, the "Agencies"), effective as between them upon that date.

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, prevention of delinquency and protection of the public; and

WHEREAS, section 985.04(1), Florida Statutes (2007), mandates, within each county, that the sheriff, the chiefs of police, the District School Superintendent and the State of Florida Department of Juvenile Justice 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 law enforcement agencies to make “summary criminal history information” about juvenile offenders available to the District; 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), protect and, indeed, create 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 but not limited to 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”** or **“juvenile”** 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”** means the following information, to the extent such information is contained in a Probable Cause Affidavit:

a. allegations of the time, date, location and the statutory name of a felony crime or a crime of violence;

b. the names and dates of birth of the alleged offenders; and,

c., the names, dates of birth, and Manatee County schools attended, if known, of the alleged victims of such crimes; provided, however, that in cases alleging any sexual offense, offense of child abuse, stalking, harassment, or any crime of domestic violence, only the names of the Manatee County schools attended by the victims, if known, shall be provided.

1.6 **“Taken into custody”** or **“taken into custody”** shall mean the status of a person when temporary physical control over the person is attained by a person authorized by law, pending the person’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"** or "student" shall mean any juvenile or adult student enrolled in the Manatee County School District, including charter schools.

1.8 **"Employee"** or "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 taken into custody to determine whether such a person is a student and, if a student, whether the offense for which the student was arrested would have been a felony if committed by an adult, or a crime of violence. Pursuant to section 1012.797, the Manatee County Jail also will screen persons taken into custody to determine whether such a person is a known employee of the District and if a District employee, whether the offense for which the employee was arrested is a felony or 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.

2.2 For any student taken to the Juvenile Booking Facility ("JBF"), JBF personnel shall provide Summary Criminal History Information in the form of a Probable Cause Affidavit ("PCA") to the District 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.

2.3 Each law enforcement agency shall provide the District with Summary Criminal History Information in the form of a 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 Verdya Bradley or scanned and forwarded to the District via E-Mail to "infosharing@manateeschools.net". Prior to forwarding Summary Criminal History Information 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. Upon receipt of Summary Criminal History Information pursuant to this Agreement, the District shall notify 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.

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 information contained in a PCA. To that end, and to the extent information is not made confidential or exempt by Florida or Federal law, law enforcement will endeavor to promptly provide the District with additional requested information to enable the District to make an informed decision. In those instances where the information identifying the victim of a crime is redacted pursuant to this Agreement or applicable law, and the victim is identified as a student in any District school, the school attended by the victim, if known, shall be provided to the District.

2.5 The District and law enforcement agencies recognize there will be instances where the release of information 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 AND SEVERABILITY

This Agreement shall be controlled, interpreted, construed, and enforced in accordance with the laws of the State of Florida. The invalidity or unenforceability of any provision of this Agreement shall not effect or impair any other provision.

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: _____

By: _____
Print Name: _____

Date: _____

Date: _____

SHERIFF, MANATEE COUNTY, FLORIDA

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

By: _____
Print Name: W. BRAD STEUBE

By: _____
Print Name: _____

Date: _____

Date: _____

TOWN OF LONGBOAT KEY, FLORIDA

ATTEST: Trish Granger, Town Clerk

By: _____
Print name: Hal Lenobel, Mayor

By: _____
Clerk

By: _____
Print Name: Al Hogle, Police Chief

Approved as to form and correctness:

Date: _____

By: _____
David P. Persson, Town Attorney

**CHIEF, CITY OF BRADENTON POLICE
DEPARTMENT**

By: _____
Print Name: _____

Date: _____