



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request
☐ Yes ☒ No

Time

ITEM No.:

F-3.

MEETING DATE

Jul 28 2015 10:15AM - Regular School Board Meeting

AGENDA ITEM

CONSENT ITEMS

CATEGORY

F. OFFICE OF ACADEMICS

DEPARTMENT

Student Services

Open Agenda

☐ Yes

☒ No

TITLE:

Continuation of Interagency Agreement with The School Board of Broward County, Florida, The Department of Juvenile Justice, Circuit Seventeen, and The Florida Department of Children and Families

REQUESTED ACTION:

Approve the continuing Interagency Agreement with The School Board of Broward County, Florida, The Department of Juvenile Justice, Circuit Seventeen, and The Florida Department of Children and Families for the purpose of sharing information regarding Children in Need of Services/Families in Need of Services (CINS/FINS). The agreement is for the 2015-2016 school year.

SUMMARY EXPLANATION AND BACKGROUND:

The initial Interagency Agreement was approved on August 16, 2011. The Department of Juvenile Justice, Circuit Seventeen, and The Florida Department of Children and Families are required by Florida Statute 1003.27(4) to enter into a cooperative agreement with The School Board of Broward County, Florida for the purpose of defining each department's role, responsibility and function in working with habitual truants and their families.

See Supporting Docs for continuation of Summary Explanation and Background.

This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☐ Goal 2: Continuous Improvement ☒ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Continuation of Summary Explanation and Background (2) Executive Summary CINS_FINS (3) Interagency Agreement CINS_FINS (4) Previous Interagency Agreement CINS_FINS

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Michaelle Valbrun-Pope

Phone: 754-321-1660

Name: Laurel E. Thompson

Phone: 754-321-1550

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Signature

Daniel F. Gohl

7/13/2015, 10:03:55 AM

Approved In Open
Board Meeting On:

JUL 28 2015

By:

Donna Kohn

School Board Chair

Continuation of Summary Explanation and Background

This agreement was updated to add the revised Family Educational Rights & Privacy Act (FERPA) language to safeguard the confidentiality of student records.

The District shall provide student information as per statute and rule and as defined by the agreement. The intent of all parties is the reduction of truancy in Broward County.

EXECUTIVE SUMMARY

Continuation of the Interagency Agreement with The School Board of Broward County, Florida, The Department of Juvenile Justice and Florida Department of Children and Families for the purpose of sharing information regarding Children in Need of Services/Families in Need of Services (CINS/FINS).

The initial Interagency Agreement was approved on August 16, 2011. The Department of Juvenile Justice and Florida Department of Children and Families are required by Florida Statute 1003.27(4) to enter into a cooperative agreement with the School Board for the purpose of defining each department's role, responsibility and function in working with habitual truants and their families.

This agreement was updated to add the revised Family Educational Rights & Privacy Act (FERPA) language to safeguard the confidentiality of student records.


The district shall provide student information as per statute and rule and as defined by this agreement. The intent of all the parties is the reduction of truancy in Broward County.

There is no financial impact to the school district.

The last agreement was signed 6/24/14 F-3.

INTERAGENCY AGREEMENT

 **THIS INTERAGENCY AGREEMENT** is made and entered into as of this 28 day of July, 2015, by and between

 **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FLORIDA DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 17
(hereinafter referred to as "DJJ")
whose principal place of business is
2928A North State Road 7 · Lauderdale Lakes, Florida 33311

and

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
(hereinafter referred to as "DCF") whose principal place of business is
1400 West Commercial Boulevard, 2nd Floor, Fort Lauderdale, FL 33309

WHEREAS, Section 1002.22(2) and 1002.221, Florida Statutes, provide that education records created, maintained or used by public educational institutions and agencies shall be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the implementing regulations issued pursuant thereto; and Section 1002.221 permits a public school, center, institution, or other entity that is part of Florida's education system to release a student's education records without written consent of the student or parent to parties to an interagency agreement among the Department of Juvenile Justice, the school, law enforcement authorities, and other signatory agencies; and

WHEREAS the Uninterrupted Scholars Act (USA) 20 USC 1221, amending FERPA, permits access to a student's records by an agency caseworker or other representative of a child, who has the right to access a student's case plan, when such agency is legally responsible in accordance with state law for the care and protection of the student, provided that the student records or information will not be disclosed by such agency except to address the student's education needs in accordance with the law.

WHEREAS, Title 34 CFR Sections 99.31(a)(5)(i)(B) and 99.38(a) and (b) permit an educational agency or institution to disclose personally identifiable information from an education record of a student without written consent of the parent or eligible student if the disclosure is to state and local officials or authorities to whom this information is specifically allowed to be reported or disclosed pursuant to a state statute adopted after November 19, 1974,

and concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released; and

WHEREAS, Section 1003.27(4) Florida Statutes, requires that DJJ, DCF and SBBC to enter into a cooperative interagency agreement that clearly defines each department's role, responsibility, and function in working with habitual truants and their families, identifies and implements measures to resolve and reduce truant behavior, addresses issues of streamlining service delivery, the appropriateness of legal intervention, case management, the role and responsibility of the case staffing committee, student and parental intervention and involvement, and community action plans, delineates timeframes for implementation and identifies a mechanism for reporting results by the circuit juvenile justice manager or the circuit manager's designee and the district school superintendent or the superintendent's designee to the Department of Juvenile Justice and the Department of Education and other governmental entities as needed and designates which agency is responsible for each of the intervention steps in this section, to yield more effective and efficient intervention services; and

WHEREAS, Broward County, Florida is a single county within the jurisdiction of DJJ Circuit 17; and

WHEREAS, the parties recognize that a combined and coordinated effort is necessary to share information about children in need of services/families in need of services and to fulfill the objectives of Title 34 CFR Sections 99.31(a)(5)(i)(B) and 99.38(a) and (b); and Sections 985.03, 984.151 and 1003.27(4), Florida Statutes; and

WHEREAS, the parties have developed this Interagency Agreement to encourage cooperation and collaboration among those agencies providing services to youth in Broward 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:

ENABLING LEGISLATION

All parties mutually agree to comply with all applicable federal and state laws and administrative rules including, without limitation:

1. Section 1002.22(2), Florida Statutes, - Education records and reports of K-12 students; rights of parents and students; notification; penalty;
2. Section 1002.221, Florida Statutes, K-12 Education Records, public records exemption;
3. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; as amended by the Uninterrupted Scholars Act, 20 USC 1221 (Jan. 2013);
4. Title 34 CFR Part 99 - Family Educational Rights and Privacy Act Regulations;
5. Section 984.151 Florida Statutes - Truancy petition, prosecution, disposition;

6. Section 985.03 (8) (23), Florida Statutes Child in need of services, Families in need of services and
7. Section 1003.27(4), Florida Statutes, – Court Procedure and penalties.

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals and references to enabling legislation are true and correct and that such recitals and references are incorporated herein.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Interagency Agreement.** Unless terminated earlier pursuant to Section 2.16 of this Interagency Agreement, the term of this Interagency Agreement shall commence upon execution by all parties and shall continue in effect through June 30, 2016. All parties are bound to this Interagency Agreement when fully executed.

2.02 **Centralized Intake.** A single point of contact shall be established by the providers to facilitate interagency communication under this agreement and to streamline the referral process.

2.03 **CINS/FINS.** DJJ has funded The Florida Network of Youth and Family Services, Inc. which includes Lutheran Services Florida, Inc., Mount Bethel Church Human Services Corporation, Inc. and Community Based Connections, Inc. (collectively referred to herein as “CINS/FINS Providers”) each of which provide contracted services for DJJ including case management and other services for students identified as truant, ungovernable, runaway, homeless, and or at risk of entering the dependency or delinquency system. DJJ hereby designates each of the CINS/FINS Providers as its authorized representatives to have access to information that may be provided to DJJ under this Interagency Agreement.

2.04 **Communication and Sharing of Student Records.** SBBC will comply with applicable state and federal law and administrative rules regarding the sharing of student records and reports and establish procedures that will result in improved services to youth at risk and those involved in the CINS/FINS process. Pursuant to the FERPA and its implementing regulations, 34 CFR Part 99.38, the information provided shall be limited to that which is necessary to effectively serve the student prior to adjudication, and the officials receiving the information hereby certify by signing this Interagency Agreement that the information will not be re-disclosed to any other party except as provided by law. SBBC shall share with DJJ and the CINS/FINS providers identified in Section 2.03 the student information contained in the following school district data fields in order to support the parties’ collaborative strategies and programs to provide a coordinated overlay of services to students:

- A01 – Student Name Search
- A03 – Demographics
- A04 – General Admission
- A05 – Contact Information
- A06 – Health Information

A07 – Assignment History
A10 – Current Schedule
A12 – Current Grades
A13 – Academic History
A14 – Graduation Status
A15 – Daily Attendance Summary
A17 – Absence Detail
A24 – Discipline

2.05 **Safeguarding The Confidentiality of Shared Student Records.** The parties acknowledge that Sections 1002.22, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The parties further acknowledge that the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) (HIPAA and HITECH Act are collectively referred to herein as “HIPAA”) protect the privacy of students’ individually identifiable health information (“PHI”) and may be applicable to student records in certain circumstances. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA and PHI may be disclosed only in compliance with HIPAA, where required by law. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Interagency Agreement agrees to:

(a) Hold the student records and information in strict confidence and not use or disclose except as required by this Interagency Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(b) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect protect the student information in accordance with FERPA’s privacy requirements and the students’ PHI in accordance with HIPAA’s privacy requirements.

(c) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Interagency Agreement.

(d) Ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed (1) background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards. (2) a FERPA training webinar, which is available at the U.S. Department of

Education, Privacy Technical Assistance Center website:
<http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

(e) Comply with Attachment "A" – safeguarding the confidentiality of student records and information.

Each party agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice and the provisions of paragraph [#] 2.17 pertaining to the resolution of disputes shall not be applicable to a breach of this section.

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to SBBC or disposed of in compliance with HIPAA and the applicable Florida

2.06 Indemnification - Student Records Notwithstanding any provision to the contrary within this Interagency Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, 1002.221 Florida Statutes, FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of the Student Records section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this Agreement by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party has either intentionally or negligently violated the provisions of this Agreement or of Sections 1002.22 and/or 1002.221 Florida Statutes.

2.07 Presentations and Training. All parties agree to provide and attend presentations/trainings regarding youth related issues when requested and feasible.

2.08 Referrals. CINS/FINS Providers agree to accept referrals on youth / families as outlined in Section 985.03, Florida Statutes. Feedback will be provided to the referral source within fourteen (14) days of the referral as well as a monthly report. In the event that the family is either uncooperative or inaccessible, the provider shall follow-up with the referral source prior to closing the referral. CINS/FINS providers will obtain parental/guardian consent to share with the referral source upon receipt of the referral.

2.09 Case Management. CINS/FINS Providers agree to provide case management for participating students and/or families.

2.10 **Service/Treatment Plan.** CINS/FINS Providers agree to develop a service/treatment plan that delineates timelines and treatment goals. Individual specific plans will be shared upon request with the referral source.

2.11 **Staffings.** The parties shall agree to convene, communicate, notify the referral source and participate, when applicable, in all scheduled Case Staffing Committee meetings when the youth has not made satisfactory progress. The committee may be comprised of representatives from multidisciplinary agencies including but not limited to representatives from CINS/FINS providers, community agencies involved in the service/treatment plan, SBBC, the child, family, and any other involved parties. The purpose of the meeting is to view the child and family holistically, identify child and family needs, match and offer resources available within the broader community, and specifically address barriers to compliance. When all interventions have not been fruitful, legal intervention may be appropriate.

2.12 **Procedural Manual.** Each party agrees to collaborate in the development of a procedural manual that will specify each parties role in implementing 2.07-2.11

2.13 **Annual review.** Each party agrees to hold an annual meeting to review the procedural manual in order to address ways to improve the effectiveness of the program.

2.14 **Information System Interfaces & Costs.** SBBC, DJJ and the CINS/FINS providers identified in 2.03 shall provide technical assistance for interfacing their information systems with those of other agencies as permitted under this Interagency Agreement. SBBC, DJJ and the CINS/FINS providers identified in 2.03 will bear the costs attributable to their own access to information possessed by other parties to this Interagency Agreement. SBBC, DJJ and the CINS/FINS providers identified in 2.03 will participate in a work group to manage, review and evaluate the sharing of information between them.

2.15 **Disputes.** Any disputes arising under this Interagency Agreement shall be addressed through the following measures:

a) Staff from the grieving agency shall prepare a written dispute statement which identifies the conflict, any proposed action and a summary of the factual, legal and policy grounds for the grieving agency's position upon the dispute. Copies of the written dispute statement shall be provided by the grieving agency to the designee of the agency/entity (hereafter "receiving agency") with whom the dispute exists;

b) Within forty-five (45) days of receipt of a written dispute statement, staff from the receiving agency will send to the grieving party a written dispute response which includes a summary of the receiving agency's factual, legal and policy grounds for its position upon the dispute and any proposed solutions upon the matter;

c) If a resolution of the dispute is achieved, a joint communiqué setting forth the resolution shall be mutually developed by staff of each agency and disseminated by a representative from each agency; and

d) If no amicable resolution of the dispute can be achieved, the parties may pursue any available legal remedies; and

e) Nothing herein shall preclude a party from exercising its authority to terminate this Interagency Agreement with or without cause pursuant to Section 2.17.

2.16 **Termination.** This Interagency Agreement may be canceled without cause by any party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Interagency Agreement and may be terminated immediately for cause by any party with no further responsibilities or duties to perform under this Interagency Agreement.

2.17 **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 SBBC: Superintendent of Schools
The School Board of Broward County, Florida
Kathleen C. Wright Administration Building
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Executive Director
Student Support Initiatives
1400 NW 14th Court
Fort Lauderdale, FL 33311

To DJJ: Cassandra Evans
Chief Probation Officer
Florida Department of Juvenile Justice
2928A North State Road 7
Lauderdale Lakes, Florida 33313

To DCF: Kim Gorsuch
Circuit 17, Community Development Administrator
State of Florida Department of Children and Families
1400 West Commercial Boulevard, Room 210G
Fort Lauderdale, FL 33309

2.18 **Background Screening.** Unless otherwise exempted by applicable law, each party agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of their respective personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced

statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of a party or its respective personnel providing any services under the conditions described in the previous sentence. SBBC shall not bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes for any other agency or for any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to their respective personnel. The parties agree that the failure of any party to perform any of the duties described in this section shall constitute a material breach of this Interagency Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Interagency Agreement.

2.19 Indemnification. Each governmental agency respectfully agrees to be only responsible for the negligent acts or omission of its agents' and/or employees when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein shall be construed as a waiver by any party of sovereign immunity or of any rights or limits to liability secured by Section 768.28, Florida Statutes.

2.20 Other Interagency Agreements. All parties to this Interagency Agreement acknowledge that this Interagency Agreement does not preclude or preempt any of the agencies from individually entering into an agreement with one or more parties to this Interagency Agreement or with other parties outside of this Interagency Agreement. Such subsequent agreements shall not nullify the force and effect of this Interagency Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Interagency Agreement. None of the parties intend to directly or substantially benefit a third party by this Interagency Agreement. The parties agree that there are no third party beneficiaries to this Interagency Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Interagency Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor. The parties to this Interagency Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or

responsibilities under this Interagency Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Interagency Agreement.

3.05 Annual Appropriation. The performance and obligations of SBBC under this Interagency Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Interagency Agreement, this Interagency Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.06 Excess Funds. Any party receiving funds paid by SBBC under this Interagency Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.07 Public Records. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC, all public records in that party's possession upon termination of its Interagency Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Interagency Agreement and all attachments thereto are public records and do not constitute trade secrets. Any and all statutory exclusions from Chapter 119, that apply to any agency to this Interagency agreement, are not

deemed to be waived and will remain in full force and effect.

3.08 **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.

3.09 **Place of Performance.** All obligations of SBBC under the terms of this Interagency Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.10 **Governing Law and Venue.** 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 Seventeenth Judicial Circuit of Broward County, Florida.

3.11 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

3.13 **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. There shall be no partial assignments of this Interagency Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Incorporation by Reference.** Attachment "A" attached hereto and referenced herein shall be deemed to be incorporated into this Interagency Agreement by reference.

3.15 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Interagency Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Interagency Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Interagency Agreement.

3.16 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Interagency Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Interagency Agreement and the same shall remain

in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.17 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Interagency Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.18 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Interagency Agreement and executed by each party hereto.

3.19 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Interagency Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Interagency Agreement shall not be deemed a waiver of such provision or modification of this Interagency Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.20 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Interagency Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.21 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Interagency Agreement.

3.22 **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

FOR SBBC


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA


ATTEST:

By Donna Korn
Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF BRAND

The foregoing instrument was acknowledged before me this 28th day of July, 2015 by Donna P. Korn as Chair, The School Board of Broward County, Florida. She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification _____

My Commission Expires:

witnessed before me this 23rd day of
as Chair, The School Board of Broward County
produced _____ a
th. _____
Type of Identification _____

Signature – Notary Public
NOEMI GUTIERREZ

~~Signature – Notary Public~~

NOEMI GUTIERREZ

Printed Name of Notary

Notary's Commission No.



FOR DJJ

(Corporate Seal)

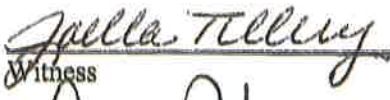

**THE FLORIDA DEPARTMENT OF
JUVENILE JUSTICE**

ATTEST:

By 
Cassandra Evans, Chief Probation Officer

_____, Secretary

-or-


Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12th day of
June, 2015 by Cassandra Evans as Chief Probation Officer of the Florida
Department of Juvenile Justice on behalf of the agency. She is personally known to me or
produced _____ as identification and did/did not first take an
oath. _____ Type of Identification

My Commission Expires:

(SEAL)




Signature - Notary Public

Barbara Sumpter
Printed Name of Notary

FF017152
Notary's Commission No.

FOR DCF

(Corporate Seal)

**THE FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES**

ATTEST:

By


Kim Gorsuch
Circuit 17, Community Development
Administrator

_____, Secretary

-or-


Witness


Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15 day of
June, 2015 by Kim Gorsuch as Circuit 17, Community Development
Administrator, Florida Department of Children and Families on behalf of the agency. She is
personally known to me or produced _____ as identification
and did/did not first take an oath. _____
Type of Identification

My Commission Expires:

2-22-19


Signature - Notary Public

LAURA L JOHNSON

Printed Name of Notary

FF 202267

Notary's Commission No.

(SEAL)



6/11/15

ATTACHMENT "A"

Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement further agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.

(3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and

(4) Ensure that all employees, appointees or agents of each party to this Agreement who are granted access to shared student records will have successfully completed (1) the background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards and (2) the FERPA training webinars, as they may become available, at the U.S. Department of Education, Privacy Technical Assistance Center website: <http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> Including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice. Any provisions within this Agreement concerning the resolution of disputes shall not be applicable to a breach of the requirements of this Attachment "A."

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to The School Board of Broward County, Florida ("SBBC") or disposed of in compliance with the applicable Florida Retention Schedules and a written acknowledgment of said disposition is provided to SBBC.

S:/v/allwork/contracts/review/1415year/ferpaaddendum

Previous Contract Signed 6/24/14 F-3

INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT is made and entered into as of this 24th day of June, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 17
(hereinafter referred to as "DJJ")
whose principal place of business is
2928A North State Road 7 · Lauderdale Lakes, Florida 33311

and

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
(hereinafter referred to as "DCF") whose principal place of business is
1400 West Commercial Boulevard, 2nd Floor, Fort Lauderdale, FL 33309

WHEREAS, Section 1002.22(2) and 1002.221, Florida Statutes, provide that education records created, maintained or used by public educational institutions and agencies shall be protected in accordance with those laws, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the implementing regulations issued pursuant thereto; and Section 1002.221 permits a public school, center, institution, or other entity that is part of Florida's education system to release a student's education records without written consent of the student or parent to parties to an interagency agreement among the Department of Juvenile Justice, the school, law enforcement authorities, and other signatory agencies; and

WHEREAS the Uninterrupted Scholars Act (USA) 20 USC 1221, amending FERPA, permits access to a student's records by an agency caseworker or other representative of a child, who has the right to access a student's case plan, when such agency is legally responsible in accordance with state law for the care and protection of the student, provided that the student records or information will not be disclosed by such agency except to address the student's education needs in accordance with the law.

WHEREAS, Title 34 CFR Sections 99.31(a)(5)(i)(B) and 99.38(a) and (b) permit an educational agency or institution to disclose personally identifiable information from an education record of a student without written consent of the parent or eligible student if the disclosure is to state and local officials or authorities to whom this information is specifically allowed to be reported or disclosed pursuant to a state statute adopted after November 19, 1974,

and concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released; and

WHEREAS, Section 1003.27(4) Florida Statutes, requires that DJJ, DCF and SBBC to enter into a cooperative interagency agreement that clearly defines each agencies' role, responsibility, and function in working with habitual truants and their families, identifies and implements measures to resolve and reduce truant behavior, addresses issues of streamlining service delivery, the appropriateness of legal intervention, case management, the role and responsibility of the case staffing committee, student and parental intervention and involvement, and community action plans, delineates timeframes for implementation and identifies a mechanism for reporting results by the circuit juvenile justice manager or the circuit manager's designee and the district school superintendent or the superintendent's designee to the Department of Juvenile Justice and the Department of Education and other governmental entities as needed and designates which agency is responsible for each of the intervention steps in this section, to yield more effective and efficient intervention services; and

WHEREAS, Broward County, Florida is a single county within the jurisdiction of DJJ Circuit 17; and

WHEREAS, the parties recognize that a combined and coordinated effort is necessary to share information about children in need of services/families in need of services and to fulfill the objectives of Title 34 CFR Sections 99.31(a)(5)(i)(B) and 99.38(a) and (b); and Sections 985.03, 984.151 and 1003.27(4), Florida Statutes; and

WHEREAS, the parties have developed this Interagency Agreement to encourage cooperation and collaboration among those agencies providing services to youth in Broward 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:

ENABLING LEGISLATION

All parties mutually agree to comply with all applicable federal and state laws and administrative rules including, without limitation:

1. Section 1002.22(2), Florida Statutes, - Education records and reports of K-12 students; rights of parents and students; notification; penalty;
2. Section 1002.221, Florida Statutes, K-12 Education Records;
3. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; as amended by the Uninterrupted Scholars Act, 20 USC 1221 (Jan. 2013);
4. Title 34 CFR Part 99 - Family Educational Rights and Privacy Act Regulations;
5. Section 984.151 Florida Statutes - Truancy petition, prosecution, disposition;

6. Section 985.03 (7) (23), Florida Statutes Child in need of services, Families in need of services and
7. Section 1003.27(4), Florida Statutes, – Court Procedure and penalties.

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals and references to enabling legislation are true and correct and that such recitals and references are incorporated herein.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Interagency Agreement.** Unless terminated earlier pursuant to Section 2.18 of this Interagency Agreement, the term of this Interagency Agreement shall commence upon execution by all parties and shall continue in effect through June 30, 2015. All parties are bound to this Interagency Agreement when fully executed.

2.02 **Centralized Intake.** A single point of contact shall be established by the providers to facilitate interagency communication under this agreement and to streamline the referral process.

2.03 **CINS/FINS.** DJJ has funded The Florida Network of Youth and Family Services, Inc. which includes Lutheran Services Florida, Inc., Mount Bethel Church Human Services Corporation, Inc. and Community Based Connections, Inc. (collectively referred to herein as “CINS/FINS Providers”) each of which provide contracted services for DJJ including case management and other services for students identified as truant, ungovernable, runaway, homeless, and or at risk of entering the dependency or delinquency system. DJJ hereby designates each of the CINS/FINS Providers as its authorized representatives to have access to information that may be provided to DJJ under this Agreement.

2.04 **Communication and Sharing of Student Records.** SBBC will comply with applicable state and federal law and administrative rules regarding the sharing of student records and reports and establish procedures that will result in improved services to youth at risk and those involved in the CINS/FINS process. Pursuant to the FERPA and its implementing regulations, 34 CFR Part 99.38, the information provided shall be limited to that which is necessary to effectively serve the student prior to adjudication, and the officials receiving the information hereby certify by signing this Agreement that the information will not be re-disclosed to any other party except as provided by law. SBBC shall share with DJJ and the CINS/FINS providers identified in Section 2.03 the student information contained in the following school district data fields in order to support the parties’ collaborative strategies and programs to provide a coordinated overlay of services to students:

- A01 – Student Name Search
- A03 – Demographics
- A04 – General Admission
- A05 – Contact Information
- A06 – Health Information

A07 – Assignment History
A10 – Current Schedule
A12 – Current Grades
A13 – Academic History
A14 – Graduation Status
A15 – Daily Attendance Summary
A17 – Absence Detail
A24 – Discipline

2.05 Safeguarding The Confidentiality of Shared Student Records. Each party participating in this Interagency Agreement agrees to:

(a) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(b) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement.

(c) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

(d) Ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice and the provisions of paragraph 2.16 pertaining to resolution of disputes shall not be applicable to a breach of this section.

2.06 Indemnification - Student Records Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, 1002.221 Florida Statutes, FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and

employees for any violation of the Student Records section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this Agreement by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party has either intentionally or negligently violated the provisions of this Agreement or of Sections 1002.22 and/or 1002.221 Florida Statutes. This section shall survive the termination of all performance obligations under this Agreement and shall be fully binding until such time as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

2.07 Presentations and Training. All parties agree to provide and attend presentations/trainings regarding youth related issues when requested and feasible.

2.08 Referrals. CINS/FINS Providers agree to accept referrals on youth / families as outlined in Section 985.03, Florida Statutes. Feedback will be provided to the referral source within fourteen (14) days of the referral as well as a monthly report. In the event that the family is either uncooperative or inaccessible, the provider shall follow-up with the referral source prior to closing the referral. CINS/FINS providers will obtain parental/guardian consent to share with the referral source upon receipt of the referral.

2.09 Case Management. CINS/FINS Providers agree to provide case management for participating students and/or families.

2.10 Service/Treatment Plan. CINS/FINS Providers agree to develop a service/treatment plan that delineates timelines and treatment goals. Individual specific plans will be shared upon request with the referral source.

2.11 Staffings. The parties shall agree to convene, communicate, notify the referral source and participate, when applicable, in all scheduled Case Staffing Committee meetings when the youth has not made satisfactory progress. The committee may be comprised of representatives from multidisciplinary agencies including but not limited to representatives from CINS/FINS providers, community agencies involved in the service/treatment plan, SBBC, the child, family, and any other involved parties. The purpose of the meeting is to view the child and family holistically, identify child and family needs, match and offer resources available within the broader community, and specifically address barriers to compliance. When all interventions have not been fruitful, legal intervention may be appropriate.

2.12 Procedural Manual. Each party agrees to collaborate in the development of a procedural manual that will specify each parties role in implementing 2.07-2.11

2.13 Annual review. Each party agrees to hold an annual meeting to review the procedural manual in order to address ways to improve the effectiveness of the program.

2.14 Safeguarding Shared Student Records. SBBC, DJJ and the CINS/FINS providers identified in 2.03 agree that any shared student records they receive will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination. Except when the parent of a student provides prior written consent for its release, any shared student records shall only be disseminated to appropriate personnel of the agency receiving the information. Any employees, appointees or agents of any party who are granted access to shared student records will first successfully complete a background check in a manner prescribed by SBBC.

2.15 Information System Interfaces & Costs. SBBC, DJJ and the CINS/FINS providers identified in 2.03 shall provide technical assistance for interfacing their information systems with those of other agencies as permitted under this Interagency Agreement. SBBC, DJJ and the CINS/FINS providers identified in 2.03 will bear the costs attributable to their own access to information possessed by other parties to this Interagency Agreement. SBBC, DJJ and the CINS/FINS providers identified in 2.03 will participate in a work group to manage, review and evaluate the sharing of information between them.

2.16 Disputes. Any disputes arising under this Interagency Agreement shall be addressed through the following measures:

a) Staff from the grieving agency shall prepare a written dispute statement which identifies the conflict, any proposed action and a summary of the factual, legal and policy grounds for the grieving agency's position upon the dispute. Copies of the written dispute statement shall be provided by the grieving agency to the designee of the agency/entity (hereafter "receiving agency") with whom the dispute exists;

b) Within forty-five (45) days of receipt of a written dispute statement, staff from the receiving agency will send to the grieving party a written dispute response which includes a summary of the receiving agency's factual, legal and policy grounds for its position upon the dispute and any proposed solutions upon the matter;

c) If a resolution of the dispute is achieved, a joint communiqué setting forth the resolution shall be mutually developed by staff of each agency and disseminated by a representative from each agency; and

d) If no amicable resolution of the dispute can be achieved, the parties may pursue any available legal remedies; and

e) Nothing herein shall preclude a party from exercising its authority to terminate this Interagency Agreement with or without cause pursuant to Section 2.18.

2.17 FERPA Training. Each party agrees to provide training to its officers, employees, agents, representatives, contractors or subcontractors, assigned to perform duties required under this Agreement to ensure they perform such duties in compliance with the applicable laws and the requirements of this Agreement. Each party agrees to require said

employees to watch the FERPA training videos available at the U.S. Department of Education, Privacy Technical Assistance Center website.

<http://ptac.ed.gov/>

<http://www2.ed.gov/policy/gen/guid/ptac/index.html>

2.18 Termination. This Interagency Agreement may be canceled without cause by any party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement and may be terminated immediately for cause by any party with no further responsibilities or duties to perform under this Interagency Agreement.

2.19 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 SBBC:	Superintendent of Schools The School Board of Broward County, Florida Kathleen C. Wright Administration Building 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Executive Director Student Support Initiatives 1400 NW 14th Court Fort Lauderdale, FL 33311
To DJJ:	Cassandra Evans Department of Juvenile Justice 2928A North State Road 7 Lauderdale Lakes, Florida 33313
To DCF:	Kim Gorsuch Circuit 17, Community Development Administrator State of Florida Department of Children and Families 1400 West Commercial Boulevard, Room 210G Fort Lauderdale, FL 33309

2.20 Background Screening. Unless otherwise exempted by applicable law, each party agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of their respective personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be

conducted by SBBC in advance of a party or its respective personnel providing any services under the conditions described in the previous sentence. SBBC shall not bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes for any other agency or for any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to their respective personnel. The parties agree that the failure of any party to perform any of the duties described in this section shall constitute a material breach of this Interagency Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Interagency Agreement.

2.21 Indemnification. Each governmental agency respectfully agrees to be only responsible for the negligent acts or omission of its agents' and/or employees when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein shall be construed as a waiver by any party of sovereign immunity or of any rights or limits to liability secured by Section 768.28, Florida Statutes.

2.22 Other Interagency Agreements. All parties to this Interagency Agreement acknowledge that this Interagency Agreement does not preclude or preempt any of the agencies from individually entering into an agreement with one or more parties to this Interagency Agreement or with other parties outside of this Interagency Agreement. Such subsequent agreements shall not nullify the force and effect of this Interagency Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Interagency Agreement. The parties agree that there are no third party beneficiaries to this Interagency Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions

to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.06 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.07 Public Records. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets. Any and all statutory exclusions from Chapter 119, that apply to any agency to this agreement, are not deemed to be waived and will remain in full force and effect.

3.08 **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 Agreement.

3.09 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.10 **Governing Law and Venue.** This 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 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 Seventeenth Judicial Circuit of Broward County, Florida.

3.11 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.15 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.16 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.17 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.18 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.19 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.20 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.21 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.22 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

FOR SBBC

(Corporate Seal)

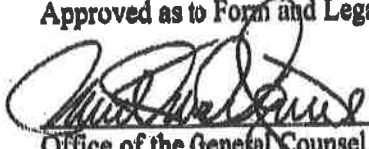
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

By 
Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 06/03/14
Office of the General Counsel

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 2014 by Patricia Good as Chair, The School Board of Broward County,
Florida. She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

FOR DJJ

(Corporate Seal)

ATTEST:

**THE FLORIDA DEPARTMENT OF
JUVENILE JUSTICE**

By [Signature]
Cassandra Evans, Chief Probation Officer

_____, Secretary

-or-

[Signature]
Witness
[Signature]
Witness

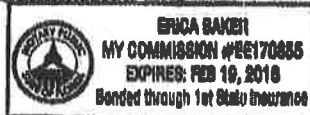
**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20th day of
May, 2014 by Cassandra Evans as Circuit Manager/ Chief Probation Officer
of the Florida Department of Juvenile Justice on behalf of the agency. She is personally known
to me or produced _____ as identification and did/did not first
take an oath. _____ Type of Identification

My Commission Expires: Feb. 19, 2016



(SEAL)

[Signature]
Signature - Notary Public

Erica Baker
Printed Name of Notary

#EE170855
Notary's Commission No.

FOR DCF

(Corporate Seal)

**THE FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES**

ATTEST:

By Kim Gorsuch
Kim Gorsuch
Circuit 17, Community Development
Administrator

_____, Secretary
-or-
[Signature]
Witness
[Signature]
Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 3 day of
Jan, 2014 by Kim Gorsuch as Circuit 17, Community Development
Administrator, Florida Department of Children and Families on behalf of the agency. She is
personally known to me or produced _____ as identification
and did/did not first take an oath. _____
Type of Identification

My Commission Expires: 2-5-15

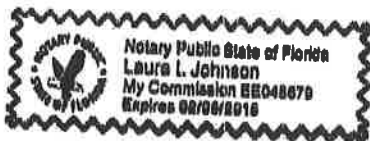
[Signature]
Signature - Notary Public

Laura L. Johnson
Printed Name of Notary

(SEAL)

EE048679

Notary's Commission No.



5/20/14