

INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT is made and entered into as of this ____ day of _____, 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, FL 33313

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

and

**THE STATE ATTORNEY OF THE SEVENTEENTH CIRCUIT
IN AND FOR BROWARD COUNTY**
(hereinafter referred to as "STATE ATTORNEY") whose principal place of business is
201 Southeast Sixth Street – Room 740, Fort Lauderdale, Florida 33301;

and

BROWARD COUNTY
a political subdivision of the State of Florida
(hereinafter referred to as "BROWARD COUNTY")
whose principal place of business is:
115 S. Andrews Avenue, Room 303 Fort Lauderdale, Fl 33301

and

SCOTT J. ISRAEL, SHERIFF OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SHERIFF")
whose principal place of business is
2601 West Broward Boulevard, Fort Lauderdale, Florida 33312

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; and

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 985.04(1), Florida Statutes, requires DJJ and the sheriff, chiefs of police and district school superintendent in each county to enter into an interagency agreement for the purpose of sharing information about juvenile offenders among all parties, to specify the conditions under which summary criminal history information is to be made available to appropriate school personnel, to specify the conditions under which school records are to be made available to appropriate department personnel, and to provide for notification to any classroom teacher of assignment to the teacher's classroom of a juvenile who has been placed in a probation or commitment program for a felony offense; and

WHEREAS, Section 1003.53(6), Florida Statutes, addresses the exchange of information and/or coordination of services between school districts, and with social service, law enforcement, prosecutorial and juvenile justice agencies and juvenile assessment centers in the school district; and

WHEREAS, Section 1006.13 (4)(a), (b) and (c) Florida Statutes, requires each district school board to enter into agreements with the county sheriff's office and local police departments specifying guidelines for ensuring that acts that pose a serious threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency, and addressing the role of school resource officers, if applicable, in handling reported incidents, circumstances in which school officials may handle incidents without filing a report with a law enforcement agency, and a procedure for ensuring that school personnel properly report

appropriate delinquent acts and crimes; while creating zero tolerance policies that do not require the reporting of petty acts of misconduct and misdemeanors to law enforcement agencies and

WHEREAS, Section 1006.13(6) (b), Florida Statutes, provides that each district school board shall adopt a cooperative agreement with the Department of Juvenile Justice which establishes guidelines for ensuring that any no contact order entered by a court is reported and enforced and that all of the necessary steps are taken to protect the victim of the offense; 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 juvenile offenders and to fulfill the objectives of Title 34 CFR Sections 99.31(a)(5)(i)(B) and 99.38(a) and (b); and Sections 985.04(4) and 1006.13 (4)(a) and (b) and (6)(b), Florida Statutes.

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 943.0525, Florida Statutes, - Criminal justice information systems; use by state and local agencies;
6. Section 985.04(1), (4) (a), (b), (c), (d), Florida Statutes, - Oaths, records and confidential information; and
7. Section 1006.13(4) (a) (b) (c), (6) (a) (b), Florida Statutes, - Policy of zero tolerance for crime and victimization.

8. Section 1003.53(6) Florida Statutes – Dropout prevention and academic intervention.

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 2.19 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. The parties agree that the individual chiefs of police for the law enforcement departments in Broward County, Florida may become parties to this Interagency Agreement subsequent to its effective date by executing an Addendum to Interagency Agreement substantially following the format of the Addendum attached hereto as Exhibit “1” and by serving a copy of same upon each party. The Parties collectively authorize the Superintendent of Schools for SBBC to execute any such Addenda to Interagency Agreement on their behalf without the necessity of further formal action by those Parties.

2.02 **Juvenile Justice Plan Objectives.** DJJ shall provide each party participating in this Interagency Agreement pertinent information to identify the goals, strategies and programs in the Juvenile Justice Plan developed by the 17th Judicial Circuit, Circuit Advisory Board as allowed by Florida Statutes.

2.03 **Educational Program Transitions.** SBBC shall establish procedures for the transition of youth in the custody of DJJ to the most appropriate educational setting.

2.04 **Procedures for Serving Needs of Delinquents.** The parties to this Interagency Agreement will develop procedures that identify their respective roles and responsibilities in addressing the needs of those district school students identified as delinquent.

2.05 **Coordination of Services.** District school board dropout prevention and academic intervention programs shall be coordinated with social service, law enforcement, prosecutorial, and juvenile justice agencies and juvenile assessment centers in the school district. Notwithstanding the provisions of s. 1002.22, Florida Statutes, these agencies are authorized to exchange information contained in student records and juvenile justice records. Such information is confidential and exempt from the provisions of s. 119.07(1), Florida Statutes. District school boards and other agencies receiving such information shall use the information only for official purposes connected with the certification of students for admission to and for the administration of the dropout prevention and academic intervention program, and shall maintain the confidentiality of such information unless otherwise provided by law or rule.

2.06 Offense Information Shared with SBBC. Upon obtaining such information, and subject to the restrictions and exemptions of Florida's Public Records Law, (Chapter 119 Florida Statutes), DJJ, State Attorney, the Sheriff and any chiefs of police participating in this Interagency Agreement shall provide notice to SBBC's Superintendent of Schools or his/her designee a) when a child of any age is taken into custody by a law enforcement officer for an offense that would have been a felony if committed by an adult, or a crime of violence, and/or b) when a child of any age is formally charged by a state attorney with a felony or a delinquent act that would be a felony if committed by an adult. The information obtained by the superintendent of schools under this section must be released within 48 hours after receipt to appropriate school personnel, including the principal of the school of the child and the director of transportation. The principal must immediately notify the child's immediate classroom teachers, the child's assigned bus driver, and any other school personnel whose duties include direct supervision of the child.

2.07 Criminal Sexual History. DJJ shall disclose to the school superintendent via a monthly data exchange the presence of any child in the care and custody or under the jurisdiction or supervision of the department who has a known history of criminal sexual behavior with other juveniles; is alleged to have committed juvenile sexual abuse, as defined in s. 39.01, Florida Statutes; or has pled guilty or nolo contendere to, or has been found to have committed, a violation of Chapter 794, Chapter 796, Chapter 800, Section 827.071, or Section 847.0133, Florida Statutes, regardless of adjudication.

2.08 Arrest and Strategic Information Shared with DJJ. To the extent permitted by Chapter 119, Florida Statutes, and/or other applicable law, the Sheriff and any chiefs of police participating in this Interagency Agreement will share with DJJ their respective information regarding arrest records related to juvenile delinquency truancy and gang activity. The Sheriff and any chiefs of police participating in this Interagency Agreement shall notify DJJ of any youth charged with crimes that require reporting under applicable law.

2.09 Shared SBBC Offense Information. In accordance with applicable administrative rules, SBBC agrees to notify the Sheriff or the appropriate participating law enforcement agency having jurisdiction of any felonies and violent misdemeanors that come to the attention of personnel, whether committed by a student or adult, and delinquent acts that would be felonies or violent misdemeanors if committed by an adult, and of any acts that pose a serious threat to school safety, whether committed by a student or adult. In those schools in which a School Resource Officer ("SRO") has been assigned by a law enforcement agency, such SROs shall report to their agencies any incidents and offenses in accordance with Section 1006.13 (4) (a) (b) (c) and 6, (a), Florida Statutes. Any delinquent acts and crimes occurring at school facilities will be reported by school personnel to SBBC's Special Investigative Unit which shall take appropriate action including the documentation and reporting of any crimes. In particular, SBBC will notify the law enforcement agency having jurisdiction when an adult or student commits any of the following offenses on SBBC property, on school-sponsored transportation, or at school-sponsored events:

- a) homicide
- b) felony assault, battery and culpable negligence

- c) kidnapping, false imprisonment, luring or enticing a child, and custody offenses
- d) sexual battery
- e) lewdness and indecent exposure
- f) abuse of children
- g) felony robbery
- h) robbery by sudden snatching
- i) carjacking
- j) home-invasion robbery

2.10 Shared 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 juvenile justice system. 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 the parties participating in this Interagency Agreement 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
- A23 – Special Programs
- A24 – Discipline
- L20 – Psychological Services; and
- L-25 through L-27 – Student Support Tracking System.

2.11 Safeguarding The Confidentiality of Shared Student Records. 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 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 as it applies to the Parties 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 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>

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 [#] 2.18 pertaining to the resolution of disputes shall not be applicable to a breach of this section.

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

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 Statutes.

2.12 **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 Sections 1002.22 and 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 to the extent provided by law, 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 Interagency 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 Interagency Agreement or of Sections 1002.22 and/or 1002.221 Florida Statutes. This section shall survive the termination of all performance obligations under this Interagency 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.

2.13 **Reporting Criminal Offenses.** SBBC shall ensure that all SBBC personnel are properly informed as to their responsibilities regarding the reporting of criminal offenses.

2.14 **Victim Rights Notification.** If any of the types of offenses identified in Section 2.07 occur and involve a victim, SBBC officials shall notify the victim of his/her right to press criminal charges against the offender. When the victim is a minor, SBBC officials shall notify the victim's parents or legal guardian of the offense and of the victim's right to press charges against the offender. SBBC personnel shall cooperate in any investigation or any proceedings concerning the offense.

2.15 **Information System Interfaces & Costs.** Each party shall provide technical assistance for interfacing its information system with those of other agencies as permitted under this Interagency Agreement. Each party will bear the costs attributable to its own access to information possessed by other parties to this Interagency Agreement. Each party will participate in a work group to manage, review and evaluate the sharing of information between the agencies participating in this Interagency Agreement.

2.16 **Data Sharing.** DJJ and SBBC shall utilize an electronic interface that will allow sharing of information across between their respective systems.

a) DJJ agrees to submit a monthly list of Broward County students involved in the DJJ System. The data shall include, but not be limited to the listed probation officer, highest level of involvement, beginning date of service, ending date of service, and school related arrests.

b) SBBC agrees to provide a monthly match report to the list provided by DJJ to include, but not be limited to, school assignment, grade, attendance, disciplinary history, and ESE eligibility.

c) The parties agree to ensure that adequate controls are in place to safeguard electronic information from unauthorized or unintended disclosure.

2.17 **No Contact Orders.** The parties agree that any no contact order entered by the circuit court will be provided to SBBC's Superintendent of Schools or his/her designee to ensure compliance with the order and the requirements of Section 1006.13(6)(b), Florida Statutes.

2.18 **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;

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 2.19.

2.19 **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.

2.20 **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
The School Board of Broward County, Florida
1400 NW 14th Court
Fort Lauderdale, FL 33311

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

To Sheriff: Scott J. Israel Sheriff
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

With a Copy to: Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

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

To State Attorney: Maria Schneider
Assistant State Attorney In Charge, Juvenile Division
201 Southeast Sixth Street Room 740
Fort Lauderdale, FL 33301

Broward County: Michael Elwell,
Director, Human Services Department
115 S. Andrews Avenue, Room 303
Fort Lauderdale, FL 33301

2.21 **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.

2.22 **Indemnification.** Each party agrees to be responsible, to the extent permitted by law, for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Interagency Agreement and shall be fully binding until such time as any proceeding brought on account of this Interagency Agreement is barred by any applicable statute of limitations.

2.23 **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 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 Interagency Agreement and shall be fully binding until such time as any proceeding brought on account of this Interagency 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 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.

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 Interagency 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 Interagency 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 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 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 Interagency 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 Interagency 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 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, regarding 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 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.

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FOR SBBC

(Corporate Seal)

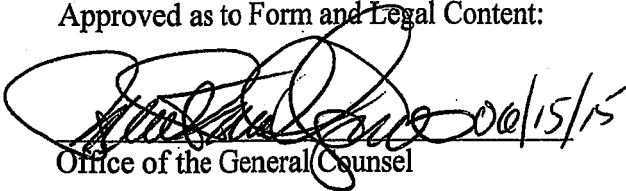
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

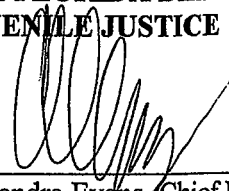
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FOR DJJ

(Corporate Seal)

**THE FLORIDA DEPARTMENT OF
JUVENILE JUSTICE**

ATTEST:



By _____
Cassandra Evans, Chief Probation Officer

, Secretary

-or-

Gaila Tilley
Witness

Jina Robinson
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 4 day of
June, 2015 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:

Latoya Laklouniche
Signature - Notary Public

Latoya Laklouniche
Printed Name of Notary

FF143510
Notary's Commission No.



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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 15 day of
June, 2015 by Kim Gorsuch, 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:

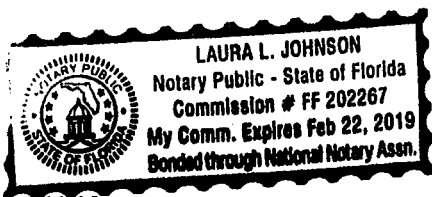
2-22-19

Laura L. Johnson
Signature - Notary Public

LAURA L JOHNSON
Printed Name of Notary

(SEAL)

FF 202267
Notary's Commission No.



6/11/15

FOR STATE ATTORNEY

(CORPORATE SEAL)

ATTEST:

Samantha A. Notkeis
Samantha A. Notkeis, Secretary
-or-

By: *Maria Schneider*
MARIA SCHNEIDER, Assistant State Attorney in
Charge – Juvenile Division

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 16th day of
June, 2015 by Maria Schneider, as Assistant State Attorney in Charge,
Juvenile Division on behalf of that 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:

Celesia Morris

Signature – Notary Public

(SEAL)

Printed Name of Notary



CELESIA MORRIS
Commission # EE 160795
Expires January 17, 2016
Bonded Thru Troy Fain Insurance 800-365-7016

Notary's Commission No.

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FOR BROWARD COUNTY

BROWARD COUNTY,
a political subdivision of the State of Florida

ATTEST:

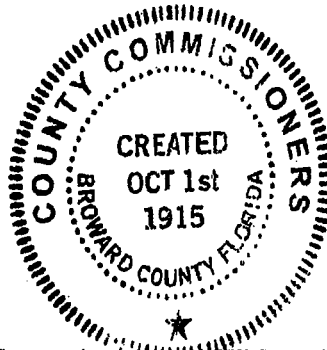
Bertha [Signature]
Secretary

By [Signature]
Tim Ryan, Mayor 4/23/15 #17

-or-

Witness

Witness

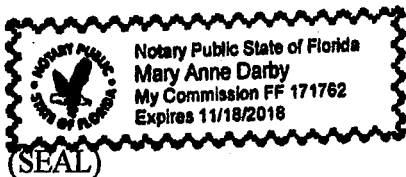


The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd day of
June, 2015 by Tim Ryan, Mayor on behalf of Broward County. He is
personally known to me or produced _____ as identification
and did/did not first take an oath. _____
Type of Identification

My Commission Expires:



[Signature]
Signature - Notary Public
MARY ANNE DARBY
Printed Name of Notary

Reviewed and approved as to form:
Joni Armstrong Coffey, County Attorney

171762
Notary's Commission No.

By [Signature]
Karen S. Gordon, Assistant County Attorney

By [Signature]
Sharon V. Thorsen, Senior Assistant County Attorney

FOR SHERIFF

**SCOTT J. ISRAEL, as SHERIFF OF
BROWARD COUNTY, FLORIDA**

By Scott J. Israel
SCOTT J. ISRAEL, SHERIFF

[Signature]
Witness

[Signature]
Witness

Approved as to form and legal sufficiency
subject to execution by the parties:

By: [Signature]
Office of the General Counsel *ll*

Date: June 23, 2015.

EXHIBIT "1"

ADDENDUM TO INTERAGENCY AGREEMENT

This Addendum to the Interagency Agreement is made and entered into on this the ____ day of _____, 20__, by and between the Parties to said Interagency Agreement and _____ (Municipality).

WHEREAS, the following parties ("the Parties") entered into the Interagency Agreement for the purpose of sharing information about juvenile offenders on _____, 2014 (date approved) referred to hereafter as "Interagency Agreement": The School Board of Broward County, Florida; the Seventeenth Judicial Circuit; the Office of the State Attorney for the 17th Judicial Circuit in and for Broward County, Florida; the Office of the Public Defender for the 17th Judicial Circuit in and for Broward County, Florida; the Sheriff of Broward County, Florida; the State of Florida, Department of Juvenile Justice; the State of Florida, Department of Children and Families, and

WHEREAS, the Interagency Agreement establishes a cooperative effort amongst the Parties to establish guidelines for the sharing of information about juvenile offenders; and,

WHEREAS, the Municipality is desirous of becoming a party to the Interagency Agreement and being bounds to its terms and conditions;

NOW THEREFORE, the Parties and Municipality agree as follows:

1. The Municipality agrees to enter into and abide by the terms of the Interagency Agreement.
2. The Parties and Municipality shall jointly abide by the terms of the Interagency Agreement except as such may be amended as set forth in the Interagency Agreement.

For the Parties:

Robert W. Runcie
Superintendent of Schools – The School Board
of Broward County, Florida

Dated: _____, 20__.

For the Municipality:

(Authorized Signatory)

Dated: _____, 20__.

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