



- *Respect*
- *Integrity*
- *Team Work*
- *Excellence*

Lakeland Police Department

Roger Boatner
Chief of Police

June.25, 2008

Frank Peterman, Secretary
Department of Juvenile Justice

Grady Judd, Sheriff
Polk County Sheriff's Office

Gail F. McKinzie, Ph.D
Superintendent of Schools
Polk County Public Schools

Nolan McLeod, Chief of Police
Auburndale Police Department

Matthew P. Doughney, Chief of Police
Avon Park Police Department

Sammy Taylor, Chief of Police
Dundee Police Department

Morris West, Chief of Police
Haines City Police Department

William A. Bodenheimer, Chief of Police
Lake Alfred Police Department

Edward Freeman, Chief of Police
Lake Hamilton Police Department

Herbert Gillis, Chief of Police
Lake Wales Police Department

Roger Boatner, Chief of Police
Lakeland Police Department

Lawrence Cavallaro, Chief of Police
Mulberry Police Department

Mark LeVine, Chief of Police
Winter Haven Police Department

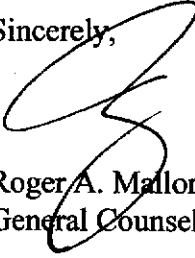
Re: Interagency Agreement for Information-Sharing on Select Juveniles

Dear Secretary Peterman, Sheriff Judd, Superintendent McKinzie, Chiefs of Police:

I am enclosing a copy of the referenced agreement. The agreement has been executed by all municipal law enforcement agencies located within, as well as the Sheriff of Polk County, the State of Florida Department of Juvenile Justice and the Polk County Superintendent of Schools. We should all be proud in that we seem to have been the first parties in the state of Florida to have executed an agreement containing the terms mandated by Section 985.04 of the Florida Statutes!

Thank you for your consideration and cooperation in this considerable effort.

Sincerely,



Roger A. Mallory
General Counsel

RAM/kah

Enclosure

cc: Cassandra Denmark, General Counsel, Polk County Sheriff's Office
Judy Roysden, Chief Probation Officer, Circuit 10
Greg Bondurant, Director of Safe Schools
Mark Bablitz, Manager, Juvenile Court Liaison Office, Polk County Schools

INTERAGENCY AGREEMENT
FOR INFORMATION-SHARING ON SELECT JUVENILES

THIS AGREEMENT is made and entered into on the last date upon which it bears the signature of a fully-authorized party representing the City of Lakeland Police Department, the State of Florida Department of Juvenile Justice and the District Superintendent of Schools, effective as between them upon that date, and effective as to all and among all other parties similarly subscribed below upon the date they so subscribe.

WITNESSETH:

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

WHEREAS, in Chapter 985 of the Florida Statutes, and in other legal sources, the Florida Legislature has codified its policy to respect juvenile justice, prevent delinquency and protect the public;

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

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

WHEREAS, subsection (1) of Section 985.04 of the Florida Statutes requires parties to the above-referenced interagency agreement to make historical, "summary"

criminal information about juvenile offenders available to the District Superintendent of Schools;

WHEREAS, Section 1002.22 of the Florida Statutes, despite a legislature-acknowledged right of privacy, permits a state or local educational agency, board, public school, career center or public postsecondary educational institution, without the consent of the student or student's parent, to release "personally identifiable records or reports of a student" to "[p]arties to an interagency agreement...for the purpose of [for example] reducing juvenile crime...improve school safety...reduce truancy..."

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

WHEREAS, Chapters 119 and 794 of the Florida Statutes protects and, indeed, creates civil and criminal penalties for the disclosure of certain criminal historical information;

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

Section 1. DEFINITIONS

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

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

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

1.3 **“Crime of violence”** or **“crime of violence”** means any assault, aggravated assault, battery, affray, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death, by a person against any other person.

1.4 **“Domestic violence”** or **“domestic violence”** means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member.

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

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

Section 2. **SCOPE OF DUTIES**

2.1 Pursuant to the requirements of Section 985.04, Florida Statutes, and consistent with criminal justice purposes, when a deputy of the undersigned Sheriff of Polk County or an officer of an undersigned police department located within Polk

County has taken a child into custody for an offense that would have been a felony if committed by an adult, or a crime of violence, and that child is believed by the agency to attend or be enrolled in a Polk County public school, the corresponding agency agrees to make "summary criminal history information" available to the Polk County Director of Safe Schools and the Polk County Manager/Juvenile Court Liaison.

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

2.3 Within a reasonable time after a juvenile is placed in probation or a commitment program, to the extent the District School Superintendent(s) make(s) the school records of classroom assignments of juvenile and delinquent offenders available to the State of Florida Department of Juvenile Justice, the undersigned State of Florida Department of Juvenile Justice agrees to provide notice of that placement to the District School Superintendent or the designee of the District School Superintendent. District School Superintendent agrees to then provide such placement information to the effected classroom teachers.

2.4 Criminal justice agency parties to this agreement agree to share, for criminal justice purposes, criminal justice information concerning juveniles with all other criminal justice agency parties to this agreement. Criminal justice agency parties to this agreement agree, upon request by a non-criminal justice agency to this agreement, to the extent permitted by law and consistent with the terms of this agreement, and any other agreement(s) into which they may have entered, concerning access, disclosure, transmission or security of criminal justice information, to make information about juvenile offenders available to such requesting non-criminal justice agency or party.

Section 3. **TERM OF AGREEMENT, RENEWAL AND TERMINATION**

3.1 The term of this agreement shall extend from the relevant effective date(s) as defined above to three-hundred-sixty-five (365) days thereafter, unless terminated as provided herein at some earlier date. This agreement may be renewed upon written memoranda subscribed by the Chief of Police of the City of Lakeland Police Department, and an authorized representative of the State of Florida Department of Juvenile Justice and the District Superintendent of Schools, and such other parties subscribed below as may participate therein.

3.2 Termination of this agreement shall occur should the statutory mandate for creation cited above be repealed or superseded by state or federal statutory or common law, court order, or, by providing written notice of said termination at least thirty (30) days preceding the desired termination date, to (the) part(y)(ies) to whom the terminating party owes, by this agreement, a duty to share the defined information. Any party may so terminate without cause and without liability to any other party.

Section 4. **EXCLUSIVITY**

4.1 This agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.

Section 5. **THIRD PARTY BENEFICIARIES**

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

Section 6 **GOVERNING LAW**

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

Section 7. **VENUE**

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

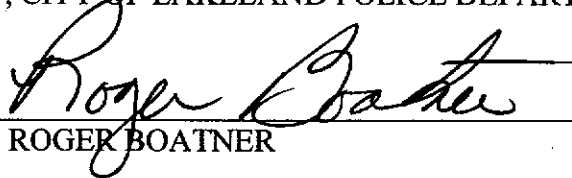
Section 8. **DRAFTSMANSHIP**

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

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

CHIEF, CITY OF LAKELAND POLICE DEPARTMENT

By:



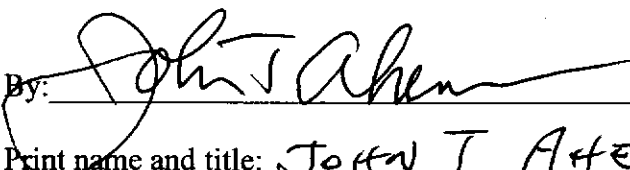
ROGER BOATNER

Date:

January 29, 2008

STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE

By:



Print name and title: JOHN T. AHEARNE, Director

Date:

3/4/08

POLK COUNTY DISTRICT SUPERINTENDENT OF SCHOOLS

By: Gail F. M^e McKinzie
GAIL F. MCKINZIE

Date: 2/12/08

SHERIFF, POLK COUNTY, FLORIDA

By: _____
GRADY JUDD

Date: _____

CHIEF, CITY OF AUBURNDALE POLICE DEPARTMENT

By: _____
NOLAN McLEOD

Date: _____

CHIEF, CITY OF AVON PARK POLICE DEPARTMENT

By: _____
FRANK S. MERCURIO

Date: _____

CHIEF, CITY OF BARTOW POLICE DEPARTMENT

By: _____
ERIC SANDVIK

Date: _____

APPROVED AS TO
FORM AND LEGALITY
CP
ATTORNEY-PCSB

SHERIFF, POLK COUNTY, FLORIDA


By: Ben Dickey
for GRADY JUDD

Date: 4/16/08

Approved as to Form and Legality:

By: Cassandra L. Denmark
Cassandra L. Denmark, Director
Office of Legal Affairs

CHIEF, CITY OF AUBURNDALE POLICE DEPARTMENT

By: 
NOLAN McLEOD

Date: 05-01-08

CHIEF, CITY OF AVON PARK POLICE DEPARTMENT

By: 
~~FRANK S. MERCURIO~~ *Matthew P. Dooloughney*

Date: 5/16/18

CHIEF, TOWN OF DUNDEE POLICE DEPARTMENT

By: Sammy L. Taylor
SAMMY L. TAYLOR

Date: May 14, 2008

CHIEF, CITY OF HAINES CITY POLICE DEPARTMENT

By: Morris West
MORRIS WEST

Date: 5-12-08

CHIEF, CITY OF LAKE ALFRED POLICE DEPARTMENT

By: William A. Bodenheimer
William A. Bodenheimer

Date: 5/6/08

CHIEF, CITY OF LAKE HAMILTON POLICE DEPARTMENT

By: Edward Freeman
EDWARD FREEMAN

Date: 5/2/08

CHIEF, CITY OF LAKE WALES POLICE DEPARTMENT

By: Herbert Gillis
HERBERT GILLIS

Date: 6/11/08

CHIEF, CITY OF MULBERRY POLICE DEPARTMENT

By: Lawrence N. Cavallaro
LAWRENCE CAVALLARO

Date: 5/1/08

CHIEF, CITY OF WINTER HAVEN POLICE DEPARTMENT

By: Mark Levine
MARK LEVINE

Date: 5 MAY 08