

## **RESOLUTION NO 2024 - 032**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, APPROVING THAT CERTAIN INTERAGENCY AGREEMENT BETWEEN THE CITY, THE STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE, THE COLUMBIA COUNTY SHERIFF'S OFFICE, AND THE COLUMBIA COUNTY SCHOOL DISTRICT IMPLEMENTING THE REQUIREMENTS OF SUBSECTION 985.04(1)(c), FLORIDA STATUTES CONCERNING THE SHARING OF INFORMATION ABOUT JUVENILE OFFENDERS; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CHIEF OF POLICE OF THE LAKE CITY POLICE DEPARTMENT TO JOIN THE MAYOR IN EXECUTING SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Department of Juvenile Justice (the "DJJ") supervises juvenile offenders within Columbia County; and

**WHEREAS**, the City of Lake City, Florida (the "City") provides law enforcement and public safety services to the City via the Lake City Police Department (the "LCPD"); and

**WHEREAS**, the Columbia County Sheriff's Office (the "CCSO") provides law enforcement and public safety services to Columbia County, Florida; and

**WHEREAS**, the Columbia County School District (the "CCSD") provides a system of public education to Columbia County, Florida; and

**WHEREAS**, each of the DJJ, the LCPD, the CCSO, and the CCSD (collectively, the "Agencies") routinely encounter and provide services to juvenile criminal offenders; and

**WHEREAS**, from time to time it is necessary that the Agencies exchange information regarding juvenile offenders within Columbia County; and

**WHEREAS**, the Agencies are required to comply with all state and federal laws relating to students pursuant to §§985.04(1)(c), Florida Statutes; and

**WHEREAS**, the Agencies desire to implement the requirements contained in §§985.04(1)(c), Florida Statutes; and

**WHEREAS**, the City of Lake City, Florida ("City"), by and through its Police Department, desires to enter into the referenced interagency agreement in the form attached as an Exhibit hereto (the "Agreement"); and

**WHEREAS**, complying with Florida Statute and exchanging information with the DJJ, the CCSO, and the CCSD pursuant to the terms of the Agreement by adopting the terms of the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Complying with Florida Statute and exchanging information with the DJJ, the CCSO, and the CCSD pursuant to the terms of the Agreement by adopting the terms of the Agreement is in the public interest and in the interests of the City; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. The Chief of Police of the Lake City Police Department is directed to join the Mayor in executing the Agreement; and
7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
8. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of April, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

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Hon. Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF  
THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

## **INTERAGENCY AGREEMENT REGARDING SHARING INFORMATION ABOUT JUVENILE OFFENDERS**

**THIS INTERAGENCY AGREEMENT** (hereinafter referred to as “Interagency Agreement”) is made this 5<sup>th</sup> day of March, 2024, by and between The Columbia County School District, State of Florida, Department of Juvenile Justice Probation and Community Intervention (DJJ-C03 or DJJ), Columbia County Sheriff’s Office (CCSO), and the Lake City Police Department (LCPD) (hereinafter referred to collectively as “Parties” or Agencies”).

### **1. Agreement**

- A. The purpose of this agreement is to implement the requirements contained in subsection 985.04 (1)(c), Florida Statutes.**
- B. Personal identifiable information may be released, without consent of the student or the student’s parents to parties to this Interagency Agreement pursuant to s. 1002.221(2)(c), Florida Statutes.**
- C. All parties agree to promote a coordinated effort among agencies and staff to implement the provisions of s. 985.04(1)(c), Florida Statutes.**
- D. All parties agree to participate in Interagency planning meetings, as appropriate**
- E. All parties to this Interagency Agreement shall cooperate in the dissemination of information relating to students pursuant to any agreement entered into by the parties pursuant to s. 985.04(1)(c), Florida Statutes.**
- F. All parties are required to comply with all state and/or federal laws related to records use, security, dissemination, and retention/ destruction. Consequences for any violation shall be governed in accordance with the law.**
- G. All parties shall comply with s. 943.0525, Florida Statutes and shall maintain confidentiality of information that is not otherwise exempt from s. 119.071(1), Florida Statutes, or as otherwise provided by law.**

### **Columbia County School District’s Responsibilities:**

- A. Notify the appropriate school personnel in writing pursuant to s. 985.04(4), Florida Statutes, and other applicable statutes in accordance with adopted school board policies.**
- B. Designate and inform all parties to this Interagency Agreement of the name, address, and telephone number or numbers of the contact person or persons by geographic region, to be responsible for receiving juvenile arrest information.**
- C. Request juvenile criminal history information only for purposes of assessment, placement, or school safety, security of persons and property, pursuant S. 985.04(1)(b), Florida Statutes, (2024).**
- D. Designate and inform the CCSO and LCPD of the name, address, and telephone number or numbers of the contact person to be responsible for receiving confidential criminal history information, pursuant to s. 985.04(1)(b), Florida Statutes. (2024).**

- E. Ensure that information obtained through the criminal history database is disseminated only to appropriate Columbia County School District personnel and carries an appropriate warning regarding the reliability, confidentiality and control of further dissemination.
- F. Provide notification to any classroom teacher when a juvenile who has been placed in a probation or commitment program for a felony offense, is being assigned to their classroom.

**Department of Juvenile Justice Responsibilities:**

- A. Immediately notify the Columbia County Sheriff's Office upon learning of the move or other relocation into, out of, or within Columbia County, of a juvenile offender who has been adjudicated delinquent or guilty, or had adjudication of delinquency or guilt withheld, of a violent misdemeanor or violent felony, as defined in s. 985.047(2)(b), Florida Statutes. (2024).
- B. Share dispositional, placement and case management information with the appropriate agency or agencies for purposes of assessment, placement and enhanced supervision of juveniles referred to the DJJ for sexual offenses, pursuant to s. 985.047(2)(d), Florida Statutes. (2024).
- C. Ensure that information disseminated pursuant to this Interagency Agreement carries an appropriate warning regarding the reliability, confidentiality and control of further dissemination. Such warning shall be in accordance with the Florida Department of Law Enforcement Criminal Justice Information System User Agreement requirements.

**Sheriff of Columbia County:**

- A. Promptly provide notification to Columbia County School District Superintendent, or his or her designee (s), of juveniles arrested within Columbia County for crimes of violence or violations of law which would be a felony if committed by an adult, pursuant Florida Statute 985.04 (2024).
- B. Provide Florida summary criminal history information to the Columbia County School District Superintendent, or his or her designee(s), upon request, regarding juveniles who are students enrolled in or about to be enrolled in the school district of Columbia County when necessary for assessment, placement or security of persons or property. Further, the Sheriff will establish, and forward to the Columbia County School District Superintendent the internal procedures of the CCSO for receiving, processing and providing information pursuant to such requests, pursuant Florida Statute 985.04 (2024).
- C. Ensure that information disseminated pursuant to this Agreement carries an appropriate warning regarding the reliability, confidentiality and control of further dissemination. Such warning shall be in accordance with the Florida Department of Law Enforcement Criminal Justice Information System User Agreement requirements.
- D. Provide information to the Columbia County School District Superintendent or his or her designee(s), concerning those students who meet the statutory definition under Florida Statute 874.03(2), as a criminal gang member.

- E. Notify the Columbia County School District Superintendent, or his or her designee(s) the name and address of any employee of the school district who is arrested and/or charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance. Notification to the Columbia County School District Superintendent, or his or her designee(s) shall be within 48 hours of the arrest or charge and shall include the specific charge for which the employee was arrested/charged.

**Lake City Police Department Responsibilities:**

- A. Immediately provide notification to the Columbia County School District of juveniles within the school district of Columbia County arrested or taken into custody from crimes of violence or violations of law which would be a felony if committed by an adult, pursuant to s. 985.04 Florida Statutes, (2024).
  - B. Provide Florida summary criminal history information to the Columbia County School District upon request regarding juveniles who are students enrolled in or about to be enrolled in the school district of Columbia County when necessary for assessment, placement or security of persons or property. Further, the Police Chief, or his or her designee, will establish and forward to the Columbia County School District the internal procedures of the LCPD for receiving, processing and providing information pursuant to such requests.
  - C. Ensure that information disseminated pursuant to this Interagency Agreement carries an appropriate warning regarding the reliability, confidentiality, and control of further dissemination. Such warning shall be in accordance with the Florida Department of Law Enforcement Criminal Justice Information System User Agreement requirements.
  - D. Provide information to the Columbia County School District concerning those students who meet the statutory definition of a criminal gang member pursuant to s. 874.03(2), Florida Statutes.
  - E. Notify the Columbia County School District of the name and address of any employee of the school district who is arrested or charged with a felony, or with a misdemeanor, involving the abuse of a minor child, or the sale or possession of a controlled substance. Notification to the Columbia County School District Superintendent, or his or her designee(s), shall be within 48 hours of the arrest or charge and shall include the specific charge for which the employee was arrested/charged.
2. **Term of Agreement** The term of this Interagency Agreement shall take effect on the date the last party executes the same ("Effective Date"). This Interagency Agreement shall renew every five years unless terminated by either party by providing sixty (60) days advance written notice to the other parties. This Agreement may be modified or amended upon written agreement of all parties.

3. **Notices**

- A. All notices, demands, or other writings required to be given or made or sent pursuant to this Agreement, or which may be given or made or sent by either party to the other, shall be deemed to have been fully transmitted when in writing and addressed as follows:

Columbia County Sheriff's Office  
4917 US Hwy 90 East,  
Lake City Florida 32055

Lake City Police Department  
225 NW Main Blvd,  
Lake City Florida 32055

Department of Juvenile Justice Circuit 03  
690 E Duval Street,  
Lake City Florida 32055

Columbia County School District  
372 W Duval Street,  
Lake City Florida 32055

- B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt request, (3) sent by FedEx or other equivalent overnight letter delivery company, or (4) sent by email with delivery and read receipt.
- C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company, or the date of the read receipt.
- D. Parties may designate other parties or addresses to which notices shall be sent to notify, in writing, the other party in a manner designated for the filling of notice hereunder.
4. **Entire Agreement** This document embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior agreements, representation and understandings wither oral, written, or otherwise relating thereto. This Interagency Agreement may not be modified or terminated except as provided herein.
5. **Counterparts** This Interagency Agreement may be executed in counterparts to expedite its implementation and Effective Date.

**IN WITNESS WHEREOF**, this Interagency Agreement has been executed by, and on behalf of, the Columbia County School District, CCSO, LPD, DJJ-C03, on this \_\_\_\_\_ day of \_\_\_\_\_.

COLUMBIA COUNTY SCHOOL DISTRICT

By: \_\_\_\_\_  
Alex L. Carswell, Jr., Superintendent

Date: \_\_\_\_\_

COLUMBIA COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Mark Hunter, Sheriff

Date: \_\_\_\_\_

CITY OF LAKE CITY, FLORIDA, LAKE CITY POLICE DEPARTMENT

By: \_\_\_\_\_  
Gerald Butler, Chief

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

DEPARTMENT OF JUVENILE JUSTICE

By: Rebecca Rogers  
Rebecca Rogers, DJJ-C3 Chief Probation Officer

Date: 3/5/2024