

INTERAGENCY AGREEMENT
BETWEEN

Bay Area Youth Services, Inc.
and
The School Board of Sarasota County, Florida

This Agreement is entered into this _____ day of _____, 2008, by and between Bay Area Youth Services, Inc. (BAYS) and The School Board of Sarasota County, Florida (THE BOARD).

Purpose:

The Bay Area Youth Services (BAYS) is a delinquency program, Intensive Delinquency Diversion Services (IDDS), in several Florida Judicial Circuits. Students who participate in IDDS will be given individualized plans that have been developed and are monitored by a four or five-member team comprised of two representatives from the IDDS staff and two or three from community resource agencies. BAYS' objective is to divert those arrested students who have been identified as at high risk to becoming habitual juvenile offenders from further penetration of the Juvenile Justice System.

BAYS agrees that:

1. Its IDDS staff will intensively monitor and counsel referred juveniles.
2. IDDS staff will comply with Phase One and Phase Two contact requirements as set forth in the Supervision Contact Requirements section of the Department of Juvenile Justice IDDS Quality Assurance Manual. (See Attachment #1)
3. IDDS staff will work with other agencies and individuals within the community, and victims in order to give the students and parents the tools needed for the student to succeed.
4. It will assure that all volunteers, employees or agents who will be present on school grounds will be fingerprinted and have their backgrounds checked as provided by Florida law. BAYS will furnish the results of all background checks to THE BOARD before any of its volunteers, employees or agents will be permitted on school grounds while students are present. BAYS will further immediately furnish to THE BOARD any notifications of arrests it receives with respect to volunteers, employees or agents who are present on school grounds. BAYS will bear the cost of the fingerprinting/background checks. The Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by THE BOARD pursuant to Florida law. Like other visitors to school grounds, BAYS volunteers, employees or agents will also be subject to RAPTOR screening on school campuses.

5. It will hold harmless, indemnify, and defend THE BOARD, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from THE BOARD, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.
6. It will provide a minimum of \$500,000 comprehensive general liability insurance naming THE BOARD as an additional insured. As evidence of such insurance coverage, BAYS shall furnish THE BOARD with a Certificate of Insurance.

THE BOARD agrees:

1. Upon receipt of appropriate parental/guardian permission, to provide access to students selected for IDDS participation. Students will be less than 16 years of age at the time of the offense (older students will be accepted on case-by-case basis) and the State Attorney will have agreed to recommended diversion.
2. Upon receipt of appropriate parental/guardian permission, to provide access to student information, i.e., demographics, schedule, grades, test scores, behavior issues, other school concerns and attendance.

Both Parties Agree:

1. That this Agreement is not intended to provide any mechanism by which monies are paid or received from either party.
2. BAYS is an independent contractor and neither it nor any of the supervisors, employees, aides or any other persons used by BAYS in this program shall be deemed an employee, servant, or agent of THE BOARD while serving or participating in the provisions of BAYS' IDDS program.
3. That any additions, changes, deletions or modifications to this Agreement must be agreed upon, in writing, by both parties.
4. That the services provided under this Agreement shall begin on July 1, 2008, and terminate June 30, 2009, unless terminated at an earlier date by either party. Either party may terminate this Agreement at any time, without cause, by giving thirty days written notice.

5. Any notice given pursuant to this Agreement shall be made to BAYS at 1750 17th Street, Sarasota, Florida, 34234, to the attention of the CEO, and to THE BOARD at 1960 Landings Blvd., Sarasota, Florida, 34231, to the attention of the Director of Pupil Support Services.
6. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.

IN WITNESS WHEREOF, THE BOARD and BAYS have executed this Agreement as of the date first written above.

Bay Area Youth Services, Inc.

The School Board of
Sarasota County, Florida

By _____
William F. Bowman
Executive Director/President

By _____
Dr. Kathy Kleinlein, Chair

Approved for Legal Content
April 3, 2008, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

ATTACHMENT #1
Standards for Intensive Delinquency Diversion Services

Supervision Contact Requirements

2.12 Written policy, procedure and practice document that youth on IDDS receive intensive supervision. The following contact requirements are documented:

Phase I:

- One (1) face-to-face service contact; one (1) face-to-face surveillance contact; and one (1) telephone surveillance contact per week with each youth,
- One (1) face-to-face service contact per week with the parent/guardian of each youth,
- One (1) face-to-face contact with a school official (principal, dean, teacher, school resource officer, guidance counselor, etc.) every other week,
- One (1) telephone contact with the youth's school on the alternate week, and
- One (1) monthly contact (may be telephone) with each entity providing a service to the youth.

Phase II:

After a minimum of three (3) months and upon the approval of the IDDS supervisor or designee, the youth who is successfully complying with IDDS program supervision may be stepped down to Phase II with contact requirements modified as follows:

- One (1) face-to-face service contact; one (1) face-to-face surveillance contact; and one (1) telephone surveillance contact every other week with each youth, with a minimum of one (1) contact per week,
- One (1) face-to-face service contact with each youth's parent/guardian every other week,
- One (1) face-to-face contact with the youth's school every other week, plus weekly telephone contacts on the alternate week, and
- One (1) monthly contact (may be by telephone) with each entity providing a service to the youth.