

**INTERAGENCY AGREEMENT**  
**BETWEEN**

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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. Nothing in this provision is intended to waive any sovereign immunity to which the Board may be entitled.
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, 2010, and terminate June 30, 2011, 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, Building H, 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 Supervisor of Student 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 \_\_\_\_\_  
John J. Burek  
Executive Director/President

By \_\_\_\_\_  
Shirley Brown, Chair

Approved for Legal Content  
April 30, 2010, 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**

**2.04 Supervision**

**Youth on IDDS receive intensive supervision in accordance with departmental approved contact requirements established by DJJ Probation and Community Intervention.**

1. During the initial 90-day YES Plan, the case manager will meet face-to-face with the youth weekly to review progress on completion of PACT goals and youth requirements. The parent will be included in this meeting at least once a month to ensure ongoing parental support.
  
2. Once the initial 90-day YES Plan has been completed, if the youth is in compliance with all requirements, the level of face-to-face contact with youth and parent will be based on levels established in the YES Plan.

**Guidelines:** The supervision requirements for each youth are different and depend on such things as community protection, family and community support structure, involvement in positive activities, work and school among many other factors.

**Reference:**

- IDDS Contract

**Scoring:**

Superior	<u>10</u>
Satisfactory	<u>07</u>
Partial	<u>05</u>
Non-Performance	<u>0</u>