INTERLOCAL AGREEMENT BETWEEN THE MARTIN COUNTY SCHOOL BOARD AND THE CITY OF STUART FOR THE STUART POLICE DEPARTMENT YOUTH INTERVENTION PROGRAM

THIS INTERLOCAL AGREEMENT ("Agreement") by and between the **MARTIN COUNTY SCHOOL BOARD**, the governing body of the School District of Martin County, Florida ("SCHOOL BOARD") and the **CITY OF STUART**, a municipal corporation, ("CITY") is made and entered into by both entities which are located in Martin County, Florida, and both being duly organized and existing under the laws of the State of Florida, and both constituting public agencies as defined in Part I of Chapter 163, Florida Statutes.

RECITALS

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into interlocal agreements for the performance of service functions of public agencies; and

WHEREAS, The SCHOOL BOARD and the CITY have determined that it is to their mutual advantage to cooperate in teaching and implementing the Phoenix Gang Intervention and Prevention Program; and

WHEREAS, The SCHOOL BOARD and the CITY have determined that the City of Stuart Police Department have the capacity and qualifications to teach the Program; and

WHEREAS, The SCHOOL BOARD and the CITY have determined that it is in their best interest and that of the public they both serve to cooperate in youth development and crime prevention; and

WHEREAS, The SCHOOL BOARD and the CITY have determined that the fourth grade students at J.D. Parker Elementary School and Felix A. Williams Elementary School are of sufficient education level to receive the Program lessons and testing; and,

WHEREAS, The SCHOOL BOARD and the CITY have determined that entering into this Agreement is in the best interest of the health, safety, and welfare of the Citizens of the City of Stuart and Martin County.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY agrees to and the SCHOOL BOARD agrees to at a site known as J.D. Parker Elementary School and Felix A. Williams Elementary School:

SECTION 1. Recitals. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

SECTION 2. Authority. This Agreement is entered into pursuant to Chapter 163, Part I, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969.

SECTION 3. Term. The term of this Agreement shall commence upon the full execution by the parties of this Agreement and shall continue unless terminated by either party upon issuing a one hundred and twenty days (120) day Notice which indicates the intent of a party to terminate this Agreement. The termination Notice shall be provided to the respective person(s) identified under the Notice Section of this Agreement.

SECTION 4. Phoenix Gang Intervention and Prevention Program.

1. A.R. Phoenix Resources, Inc., has developed educational products for gang intervention and prevention, which is marketed as, "guides the students to develop self-efficacy in identifying and addressing the highest risk factors for substance abuse, violence, bullying, gang involvement, and other crime. In the case of Phoenix programs, self-efficacy will include the ability to recognize high risk people, places, things, and situations, and have confidence that they can handle these risk factors effectively using their new capabilities. These new capabilities and skills include a range of coping options for avoidance, escape, refusal, gang resistance, and violence prevention." The products by Phoenix are, based upon their website," based on the New Jersey Juvenile Justice Commission's experience with the Phoenix Gang Intervention and New Freedom programs. The school-based NJJJC program Project Phoenix demonstrated significant reductions in recidivism (50+% reduction)using these antigang strategies, and the Project Phoenix anti-gang program was awarded the national "Spirit of Excellence" award at the National Gang Crime Research Center's 2004 annual gang program conference in Chicago."

2. CITY, by and through its Police Department, is willing to provide one counselor for implementing, teaching and testing for the Phoenix Program, and reporting of the test scores to the teachers at the above mentioned school facility. A schedule for implementing this program will be determined by the schools based on the academic schedule. CITY represents that it has the ability, authority, knowledge and appropriate staffing to deliver these services to the 4th grade student class at J.D. Parker Elementary School and Felix A. Williams Elementary School, and shall do so through the Stuart Police Youth Intervention Counselor. Said Counselor shall remain

an employee of the CITY and shall not be considered an employee of SCHOOL BOARD or its District. Said Counselor shall be considered to be in the course and scope of employment with the City of Stuart and therefore covered under the CITY's workers compensation insurance coverage in accordance to and in compliance with Chapter 440, Florida Statutes. Employers' Liability coverage at a minimum of $ 500,000 for each accident,$500,000 by disease, policy limit and $500,000 by disease each employee, CITY waives all rights of subrogation for recovery from SCHOOL BOARD of claims for bodily injury to the extent these injuries are covered by workers compensation. Said Counselor shall also comply with all SCHOOL BOARD and District policies and procedures while performing this Agreement and while on any SCHOOL BOARD or District premises.

3. SCHOOL BOARD can and will provide to CITY a schedule, a class list, access to the students during school hours and school facility referenced above, and shall distribute and collect parent permission slips for enrollment of students in the Phoenix Program to be taught by CITY.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida **without regard to any choice of law provisions**. CITY and School Board agree that the Circuit Court for the 19th Judicial Circuit, Martin County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes arising out of, relating to or otherwise under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court and the State of Florida, acknowledges that the Court has jurisdiction over this Agreement and the parties hereto, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

SECTION 5. Liability. The parties acknowledge that they are both governmental entities governed by the provisions of Section 768.28, Florida Statutes and other applicable law. Without waiving any provisions provided therein, the parties agree that each will, to the extent permitted by law, be responsible for any damage caused by or arising out of the negligence of its own employees or agents. Nothing contained herein shall be construed or interpreted as consent by either party to be sued or as a waiver, by either party, of the liability limits established in 768.28, Florida Statutes and other applicable law.

SECTION 6. Notices. All notices provided for herein shall be in writing and transmitted by U.S. mail or delivered in person to:

City Manager
City of Stuart
121 SE Flagler Avenue
Stuart, FL 34994

Martin County School Board Superintendent
Office of the Superintendent of Schools
School District of Martin County
500 East Ocean Boulevard
Stuart, FL 34994

With a copy to the School Board Attorney and City Attorney.

SECTION 7. Amendments. This Agreement may only be amended, modified, changed, supplemented or otherwise altered by an instrument in writing signed by the parties hereto. However, it is understood that standard operating procedures may be developed by administrative staff to facilitate the deliverables identified under this Agreement without the necessity of a writing signed by the SCHOOL BOARD or the CITY.

SECTION 8. Entire Agreement, Waivers. The SCHOOL BOARD and the CITY agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. The parties each knowingly, voluntarily and intelligently waive their constitutional right to a trial by jury with respect to any claim, dispute, conflict or contention, if any, as may arise under this Agreement and agree that any litigation between the parties concerning this Agreement shall be heard by a court of competent jurisdiction sitting without a jury. The parties hereby confirm to each other that they have reviewed the effect of this waiver of jury trial with competent legal counsel of their choice, or have been afforded the opportunity to do so prior to signing this Agreement. THIS IS A FULL AND FINAL WAIVER OF THE RIGHT TO A TRIAL BY JURY FOR ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT. No parties failure to insist upon strict adherence to any provision or covenant of this Agreement on any occasion shall not be deemed a waiver or deprive said party of their rights thereafter to insist upon strict adherence to that provision, or covenant or any other provision, or covenant of this Agreement.

A waiver of any provision or covenant hereof shall not operate or be construed as a continuing waiver thereof or as a waiver or any other similar or dissimilar provision or covenant.

SECTION 9. Assignment. This Agreement is not assignable.

SECTION 10. Joint preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

SECTION 11. Binding effect, Records. This Agreement shall inure to the benefit of the parties and shall be binding upon the parties, their respective assigns and successors in interest. All parties agree to comply with Chapter, 119, Florida Statutes.

Confidentiality of Student Records

a. In the course of performance under this Agreement, **CITY** may have access to data or may create data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with **SCHOOL BOARD**; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq., and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time.

b. **SCHOOL BOARD** and **CITY** agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that **CITY** will immediately inform **SCHOOL BOARD** of such request in writing if allowed by law or judicial and/or administrative order. **CITY** shall only retrieve such data or information upon receipt of, and in accordance with, written directions by **SCHOOL BOARD**. **CITY** shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by **CITY** shall be provided to **SCHOOL BOARD**. It shall be **SCHOOL BOARD**'s sole responsibility to respond to requests for data or information received by **CITY** regarding School District data or information. Should **CITY** receive a court order or lawfully issued subpoena seeking the release of Confidential Information, **CITY** shall provide immediate notification to **SCHOOL BOARD** of its receipt of such

court order or lawfully issued subpoena and shall immediately provide **SCHOOL BOARD** with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.

c. The parties agree that any breach of the confidentiality obligation set forth in the Agreement may, at **SCHOOL BOARD**'s discretion, result in cancellation of this agreement and the eligibility for **CITY** to receive any information from **SCHOOL BOARD** for a period of not less than five (5) years. In addition, **CITY** agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by **SCHOOL BOARD** as a direct result of such breach.

d. In the event that a security breach of its systems or processes exposes **SCHOOL BOARD**'s Confidential Information to a third party, **CITY** will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to **SCHOOL BOARD**.

e. Upon expiration or termination of this Agreement, **CITY** shall return and/or destroy all Confidential Information received from **SCHOOL BOARD** upon, and in accordance with, direction from **SCHOOL BOARD**. **CITY** shall not retain copies of any data or information received from **SCHOOL BOARD** once **SCHOOL BOARD** has directed **CITY** as to how such information shall be returned to **SCHOOL BOARD** and/or destroyed. Furthermore, **CITY** shall ensure that they dispose of any and all data or information received from **SCHOOL BOARD** in a **SCHOOL BOARD**-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices), to the extent permitted by law."

f. The School Board shall remain responsible for all retention and compliance of records pursuant to Florida Statute, Section 119.

SECTION 12. Filing of Agreement. This Agreement and any amendments thereto shall be filed with the Clerk of the Circuit Court for Martin County.

As to the Martin County School Board:

MARTIN COUNTY SCHOOL BOARD

Christia Li Roberts
Chair

ATTEST:

Laurie Gaylord
Superintendent of Schools

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Anthony D. George, Jr. School Board Attorney

As to the City of Stuart:

CITY OF STUART, FLORIDA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

City Attorney