

1 TRAINING PERSONNEL AGREEMENT
2 BETWEEN THE SARASOTA COUNTY SHERIFF’S OFFICE AND
3 THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
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5 THIS AGREEMENT is made this 20th day of July, 2010, effective July 1, 2010, by and
6 between The School Board of Sarasota County, Florida (the “School Board”), by and
7 through The Sarasota County Technical Institute (“SCTI”), and the Sarasota County
8 Sheriff’s Office (“SCSO”) to provide Basic Recruit Training, and the Criminal Justice
9 Standards and Training Trust Fund (referred herein as “Trust Fund”) Advanced and
10 Specialized courses to students enrolled in the Sarasota Criminal Justice Academy
11 (“SCJA”) through the Sarasota County Technical Institute.

12 WITNESSETH:

13 That in and for consideration of the mutual benefits received by the Sheriff, the Sarasota
14 County criminal justice community and by SCTI in providing training to basic recruits
15 and Florida certified law enforcement personnel through the Criminal Justice Standards
16 and Training Trust Fund Advanced and Specialized courses under the supervision of and
17 through the use of facilities and School Board personnel employed at the SCJA, the
18 Sheriff and School Board hereby agree to the following terms and conditions:

19 1. **SCSO Personnel**

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21 a. **Personnel:** During the term of this Agreement or for periods set forth
22 herein, the Sheriff agrees to provide one (1) Captain position from the
23 agency to be on-site at the SCJA full-time for a maximum of forty (40)
24 hours per week, but not less than twenty (20) hours per week. This
25 individual shall be designated as the SCJA Director. The selection of the
26 Director shall be by mutual agreement between the Sheriff and the SCTI
27 Director.

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29 b. **Duties:** The duties of the SCJA Director are listed below; any
30 modifications or additions to these duties will be documented by
31 memorandum between the contract administrators identified in paragraph
32 6 below, which shall otherwise be subject to all the provisions of this
33 Agreement:

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- 1 i. To act as a liaison between the SCTI, the SCSO, and other
- 2 Sarasota County law enforcement agencies and other Region 10
- 3 area law enforcement agencies.
- 4 ii. To request advisement from the SCJA Advisory Committee, and
- 5 law enforcement employing agencies in the SCTI service area,
- 6 regarding the delivery of criminal justice training.
- 7 iii. To ensure the safety of students and law enforcement academy
- 8 instructors.
- 9 iv. To work in cooperation with the Regional Training Council.
- 10 v. To work in cooperation with the SCTI Trust Fund Fiscal Agent
- 11 appointed by the Regional Training Council.
- 12 vi. To manage all FDLE Commission approved training programs
- 13 with input from the SCJA Advisory Committee and oversight by
- 14 SCTI administrative personnel to ensure that the Commission's
- 15 goals and objectives are met.
- 16 vii. To work in collaboration with SCTI to assure adequate facilities,
- 17 equipment and supplies are available.
- 18 viii. To work in conjunction with SCTI in the recruitment and the
- 19 selection of qualified SCJA instructors and coordinators. Final
- 20 hiring decisions will be the responsibility of the School Board.
- 21 ix. To ensure quality training instruction.
- 22 x. To develop, administer, maintain, and secure course examinations.
- 23 xi. To ensure that SCJA instructor certification applications are
- 24 completed correctly, that all requirements have been met, and that
- 25 an internship has been completed.
- 26 xii. To prepare, maintain, and file all required documentation within
- 27 the established time frames.
- 28 xiii. To ensure that the administration and expenditure of Criminal
- 29 Justice Standards and Training Trust Fund (referred herein as
- 30 "Trust Fund") complies with the Florida Statutes, Commission
- 31 Rules and Policies and Procedures.
- 32 xiv. To assure that a copy of the Basic Recruit Training Curriculum is
- 33 provided to each student prior to or during the time the student is
- 34 enrolled in a given course.
- 35 xv. To maintain accurate daily attendance records for each
- 36 Commission approved training course.
- 37 xvi. To designate individuals responsible for coordination of courses,
- 38 scheduling of Commission certified criminal justice law
- 39 enforcement academy instructors (referred herein as "L.E.
- 40 instructors"), facilities, and materials.
- 41 xvii. To assure that the SCJA and Commission programs are
- 42 administered according to Commission Rules and Policies and
- 43 Procedures.
- 44 xviii. To ensure proper administration of end-of-course examinations.
- 45 xix. To provide other such services as mutually agreed to by the SCTI
- 46 Director and the Sheriff.

1 xx. In addition to the duties of the SCJA Director, commands the
2 SCSO Academy and Member Development Bureau, as approved
3 by the FDLE.

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6 c. **Certification:** Said SCJA Director shall be a sworn law enforcement
7 officer in and for the State of Florida and shall meet the qualifications of a
8 director as established by SCTI and the Florida Criminal Justice Standards
9 and Training Commission.

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11 d. **Supervision:** The SCTI shall direct the normal daily activities of the
12 SCJA Director assigned to the SCTI in the execution of the policies and
13 programs herein authorized; however, the SCTI SCJA Director shall at all
14 times remain under the direct supervision and management control of the
15 Sheriff's Office Administrative Division Major and be governed by the
16 policies, procedures and the general orders of the Sarasota County
17 Sheriff's Office.

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19 e. **Reporting and Accountability:** The SCJA Director shall establish a
20 calendar for basic recruit and advanced and specialized training courses.
21 A report of the training activities shall be provided to the SCJA Advisory
22 Committee. The format for the recordings and reporting of training shall
23 be mutually acceptable to the Sheriff and the SCTI Director.

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25 f. **Payroll and Benefits:** The SCSO Captain assigned to the SCJA shall
26 continue on the payroll of the SCSO and shall continue to receive all
27 benefits as other full-time members in the same classification in the SCSO
28 while assigned to the academy.

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30 2. **Reimbursement by the SCTI:** The SCTI shall pay the SCSO the sum of
31 \$6,109.95 per month for the services of the assigned SCJA Director. Such
32 payments will be due on the 30th of each month for the period set forth in
33 Paragraph 5 of this Agreement, unless this Agreement has terminated as provided
34 herein.

1 a. **Travel and Per Diem:** The SCTI shall pay all travel and per diem
2 expenses associated with travel authorized by the SCTI outside the Region
3 10 area.

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5 3. **Office Space, Training Facilities, Equipment, and Support Personnel:** The
6 SCTI shall provide the SCJA Director adequate office space, training facilities, all
7 equipment, supplies, secretarial support, and instructors at the SCJA as needed for
8 training conducted pursuant to the Agreement. Any additional office space,
9 training or instructional supplies that are needed and determined to be outside the
10 scope of the actual fund collected, inclusive of the class tuition, must be mutually
11 agreed upon with prior approval by the SCTI and the Sheriff, in writing before
12 any training class shall begin.

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14 4. **Tuition/Registration:** The Sheriff agrees to be billed at SCTI's standard
15 registration, tuition and fees for instruction provided under this Agreement. The
16 Sheriff agrees to pay the SCTI registration, tuition and fees rate for all its
17 personnel or trainees instructed under the Agreement. On or about July 1 of each
18 year, the SCTI will disclose its tuition rates for the following year to the SCJA
19 Advisory Committee and in a memorandum sent to the Sheriff. Invoices for
20 SCISO training under this Agreement will be sent by SCTI to:

21
22 Sheriff Thomas M. Knight
23 Sarasota County Sheriff's Office
24 Attn: Major Kurt A. Hoffman
25 2071 Ringling Boulevard
26 Sarasota, Florida 34237-7036

27 5. **Term:** The terms of this Agreement shall be effective as of July 1, 2010 and end
28 on June 30, 2011. The SCJA Advisory Committee will review the status of the
29 Agreement and make recommendation to the SCTI Director to continue and/or
30 revise the terms of the Agreement, or discontinue the Agreement. This Agreement
31 will automatically renew for successive one year periods. (i.e. July 1, 2011 to
32 June 30, 2012) unless either party gives the other party written notice of its intent
33 to cancel or withdraw from this Agreement at least sixty (60) days in advance of
34 expiration of the agreement.

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6. **Termination:** Either party may terminate this Agreement without cause upon sixty (60) days written notice. In the event the Agreement is terminated before its natural expiration date, the SCTI shall pay the Sheriff for any service rendered by the SCSO to the SCTI up to and including the day of termination. Until written notice by either party to the other, the name and address of the Sheriff's and SCTI's contract administrators are:

SCSO:

Steve Burns, Chief Deputy

Sarasota County Sheriff's Office

2071 Ringling Boulevard

Sarasota, FL 34237-7036

SCTI:

Todd Bowden, Director

Sarasota County Technical Institute

4748 Beneva Road

Sarasota, FL 34233

Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, delivered by certified mail, return receipt requested, and shall be deemed to have been received when personally delivered with signed proof of delivery address to:

SCSO:

Thomas M. Knight, Sheriff

Sarasota County Sheriff's Office

2071 Ringling Boulevard

Sarasota, FL 34237-7036

1 SCTI:
2 Todd Bowden, Director
3 Sarasota County Technical Institute
4 4748 Beneva Road
5 Sarasota, FL 34233

6 7. **Amendments:** This Agreement may be amended by mutual written agreement of
7 the parties and may be changed only by such written agreement.

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9 8. **Non-Waiver:** the failure of either party to exercise any right shall not be
10 considered a waiver of such right in the event of any further default or non-
11 compliance.

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13 9. **Severability:** If any provision(s) of this Agreement shall be declared illegal,
14 void, or unenforceable, the other provisions shall not be affected but shall remain
15 in full force and effect.

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17 10. **Governing Law:** The Agreement shall be governed in accordance with the laws
18 of the State of Florida. The sole and exclusive jurisdiction for any action brought
19 pursuant to the Agreement shall be in the twelfth circuit court in Sarasota County,
20 Florida.

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22 11. The parties agree the previous Training Personnel Agreement between Sarasota
23 County Sheriff's Office and The School Board of Sarasota County, Florida dated
24 September 4, 2007 is hereby terminated.

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26 12. **Entire Agreement:** This Agreement contains all the terms and conditions agreed
27 upon by the parties.

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
2 and to be effective from the day and year first written above.

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5 _____ Witness: _____

6 Thomas M. Knight, Sheriff

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8 _____ Witness: _____

9 Shirley Brown, Chair

10 SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

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13 Approved for Legal Content
14 June 9, 2010, by Matthews, Eastmoore,
15 Hardy, Crauwels & Garcia, Attorneys for
16 The School Board of Sarasota County, Florida
17 Signed: ASH

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20 Approved as to form and content:

21 _____

22 Major Kurt A. Hoffman, General Counsel

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