

**Florida Department of Law Enforcement
 Training Trust Fund Distribution Agreement Between
 The Criminal Justice Standards and Training Commission
 And
 Sarasota County Technical Institute, Criminal Justice Academy
 (herein referred to as "training center/school")**

This Agreement is entered into by and between the Florida Department of Law Enforcement (FDLE), as staff to the Criminal Justice Standards and Training Commission (CJSTC), and the training center/school, in furtherance of their respective duties under law for the purpose of the delivery of CJSTC-approved advanced and specialized training for law enforcement, corrections and correctional probation officers and defined support personnel. The Florida Department of Law Enforcement (herein referred to as "FDLE") will provide state Criminal Justice Standards and Training Trust Funds acting on behalf of and serving as staff for the CJSTC pursuant to Sections 943.25(2), (3), (4) Florida Statutes (F.S.) and Rule 11B-18.009 Florida Administrative Code (F.A.C.) to training center/school, a criminal justice training center/school certified by CJSTC, pursuant to Sections 943.12(3) and 943.14(1) F.S. and Rule 11B-21.002, F.A.C. Funds provided under this agreement are state financial assistance under CSFA number 71.001, Criminal Justice Training.

This agreement shall begin on July 1, 2014, and shall continue until substantive changes in Florida Statute or Florida Administrative Code substantively alter the terms identified herein.

OVERVIEW AND FUNDING

I. CRIMINAL JUSTICE STANDARDS AND TRAINING CERTIFIED TRAINING SCHOOLS

Section 943.12, F.S., establishes the powers, duties and functions of the CJSTC. These include the responsibility for certification of criminal justice training schools and establishing curricular requirements for criminal justice training schools. The CJSTC has the authority to adopt all rules necessary for the administration of Sections 943.085-943.255, F.S., which includes rules governing the disbursement of funding from the Criminal Justice Standards and Training Trust Fund, pursuant to Section 945.25(3), F.S. The CJSTC adopted the rules set out Chapter 11B-18, F.A.C. to implement this legislative directive.

The role of FDLE in this process is indicated in 943.09 F.S. wherein FDLE's Criminal Justice Professionalism Division (herein referred to as "CJP") is defined as staff to CJSTC. CJP personnel, as the staff of the CJSTC, support and assist the CJSTC in the execution, administration, implementation, and evaluation of its powers, duties, and functions under this chapter according to acceptable and established departmental administrative, managerial, and supervisory rules and policies. Pursuant to 943.12(10) F.S., only with the approval of the FDLE Commissioner may the CJSTC make and enter into any contracts and agreements with other agencies, organizations, associations, corporations, individuals, or federal agencies as the CJSTC determines are necessary, expedient, or incidental to the performance of its duties or the execution of its powers.

II. DISTRIBUTION AND CALCULATION OF PAYMENTS

Training center/school agrees and acknowledges that:

Required training for law enforcement, corrections and correctional probation officers is delivered via in-service at the agency level and through Advanced and Specialized Training Program Courses delivered via a CJSTC certified training center. "Advanced training program courses" means CJSTC-approved courses that are limited to training that enhances an officer's knowledge, skills, and abilities for the job an officer performs. Section 943.17(1)(b), F.S.; Rule 11B-18.003(23), F.A.C. Specialized training program courses, defined in Rule 11B-35.007, F.A.C., are CJSTC-approved courses delivered through a CJSTC-certified training school, that demonstrate job relevance, instructional quality, and training needed at the local level. The source of funding for advanced and specialized training administered by a CJSTC-certified training schools is the Criminal Justice Standards and Training Trust Fund (herein Trust Fund), established pursuant to Section 943.25, F.S. In accordance with Section 943.25(4), F.S., the CJSTC has established regional training councils (set forth in Attachment 1) to advise and assist the CJSTC in developing and maintaining a plan assessing regional criminal justice training needs and to act as an extension of the CJSTC in the planning, programming, and budgeting for expenditures of the moneys in the Criminal Justice Standards and Training Trust Fund. Pursuant to 943.25(4)(b) F.S., Trust Fund moneys allocated to the regions shall be distributed to each region based upon a formula approved by the CJSTC. This formula is established by Rule 11B-18.0052, F.A.C.

Officer Training Monies collected pursuant to Section 943.25, F.S., and appropriated by the Legislature to implement CJSTC-approved training programs and CJSTC-certified training school enhancements, are public funds and are subject to the State Legislative Budget and Appropriation processes. By July 1 of each year, the training regions shall be notified of the projected allocation of Officer Training Monies and the proposed distribution of this allocation to each training region, as determined by the Officer Training Monies statewide distribution formula pursuant to subsection 11B-18.003(7), F.A.C. – which defines "Distribution Formula" as the CJSTC-approved distribution formula established in this rule chapter used to calculate the distribution of Officer Training Monies to the training regions pursuant to Section 943.25(4)(b), F.S. This formula established by Rule 11B-18.0052, F.A.C. as follows:

The following formulas are used to calculate the statewide distribution of Officer Training Monies to regions:

(a) To determine per capita allocation:

$T/N = P$; where:

T = total Officer Training Monies available for distribution

N = total full-time officer population prior to July 1**

P = per capita allocation

(b) To determine the regional allocation:

$P \times N = R$; where:

P = per capita allocation

N = full-time officer population in a region prior to July 1

R = region allocation

****The total full-time officer populations is derived for data maintained with the Automated Training Management System (ATMS), the statewide repository maintained by FDLE pursuant to Section 943.12 (12), F.S.**

Funds are dispersed by FDLE to designated fiscal agents for each of the CJSTC-certified training schools based on this formula. The monies are dispersed in advance quarterly, commencing at the beginning of the fiscal year on or about July 1, and thereafter on or about October 1, January 1, and April 1.

III. PROJECT ACTIVITIES

Training center/school further agrees and acknowledges that:

All Trust Fund monies dispersed by FDLE to designated fiscal agents shall be utilize by CJSTC-certified training school only on those expenses allowable under applicable statutes and rules and in accord with terms identified within the "OFFICER TRAINING MONIES BUDGET AND EXPENDITURE CATEGORIES" portion of this agreement. In general, criminal justice officers and support personnel, defined in Section 943.10(11), F.S., are authorized to expend Officer Training Monies to attend CJSTC-approved Advanced and Specialized Training Program Courses delivered through a training school. The CJSTC has further authorized support personnel to attend training courses funded with Officer Training Monies, as defined in paragraph 11B-18.0053(3)(a), F.A.C.

All CJSTC-certified training schools are required to make notice of advanced and specialized training courses and to maintain course files for inspection and audit purposes. The training center director or designee shall notify the assigned local CJSTC field specialist of all scheduled, rescheduled, or cancelled CJSTC-related training courses. This notification shall be at least 30 days in advance, or immediately upon scheduling, rescheduling, or cancellation of the course when under 30 days. Notification shall include at a minimum:

- Date(s) of course(s).
- Location of course(s).
- Title of course(s).
- Time of course(s).

Instructors who teach CJSTC-approved Advanced and Specialized Training Program Courses at a training school shall:

- Be a CJSTC-certified General Instructor pursuant to subsection 11B-20.001(3), F.A.C., or be exempt from certification pursuant to subsection 11B-20.001(4), F.A.C.
- Be required to hold additional certifications for specified areas of instruction in CJSTC courses pursuant to Rule 11B-20.0014, F.A.C.

The training center director or designee shall ensure that the records for CJSTC-approved Advanced and Specialized Training Program Courses are maintained in the course file within the training school. Each course shall be subject to audit by CJSTC staff. Such records shall, at a minimum, include:

- Course outline(s) and daily schedule(s).
- Course(s) name and contact person.
- Date(s) of course(s).
- Full legal name of all attending students.

- Test scores and test materials shall be made available for review by CJSTC staff upon request, pursuant to Section 11B-35.0085, F.A.C.
- The number of course electives for all courses delivered using CJSTC-approved Specialized Goals and Objectives.

As the approved list of Advanced and Specialized Training Program Course is routinely updated, these will be included as Attachments to this agreement. (Attachment 2)

IV. OFFICER TRAINING MONIES BUDGET AND EXPENDITURE CATEGORIES

This agreement shall begin on July 1, 2014 and shall continue until substantive changes in Florida Statute or Florida Administrative Code substantively alter the terms identified herein. The CJSTC approves budgets for all certified training schools at its first meeting subsequent to February 1, (when budgets are due from the certified training schools); however, the final allocation of Officer Training Monies available to be expended by the certified training schools is not known until the Governor signs the budget, (June). This does not allow for adequate time to execute agreements in advance of a July 1 disbursement (statutorily defined timeframe). Therefore, specific agreement amounts will be handled as amendments to the original agreement, as the terms and conditions will not be altered from year to year unless there is a substantive change to Florida law. The fiscal award is dependent on the final Governor signed budget and the funding available within the Criminal Justice Standards and Training Trust Fund.

A. Distribution Formula

Training center/school further agrees and acknowledges that:

A distribution formula has been established by the CJSTC to provide guidance to training regions regarding the expenditure of Officer Training Monies in the regions. Any deviations by a region from the distribution formula shall be approved by the CJSTC. The distribution formula is:

- (1) Category I – Administrative Expenses – 5%
- (2) Category II – Training Expenses – 80%
- (3) Category III – Operating Capital Outlay – 15%

1. Category I - Administrative Expenses.

Administrative Expenses shall be reasonable and an accounting of all expenditures shall be maintained. Each region shall not budget more than 5% of the total regional allocation for Administrative Expenses, notwithstanding the following exceptions for additional Officer Training Monies budgeted that exceed the 5% limitation:

- Support of travel of Regional Training Council Chairpersons, fiscal agents, and training center directors or their designee, to Officer Training Monies workshops conducted by CJSTC staff; and
- Support of travel for training center directors or designees to attend CJSTC quarterly meetings.

Travel expenses must be submitted in accordance with s. 112.061, F.S.

Administrative expenses are divided into two categories:

Personal Services. Personal Services are expenses incurred by a CJSTC-certified training school for full or part-time training school staff, who directly supports the administration of Officer Training Monies. Charges shall be proportionate to the individual's time spent in direct support of officer training.

Miscellaneous Expenses. Miscellaneous Expenses are administrative expenditures, expended from Officer Training Monies by CJSTC-certified training schools that are incurred in direct support of officer training. Examples include office supplies, notices in the Florida Administrative Register publications, and postage.

Officer Training Monies shall not be expended for recurring costs incurred by the training school. Examples include liability insurance, utilities, and office furniture. In addition, officer training monies shall not be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

2. Category II - Training Expenses.

Each region shall not budget less than 80% of the total regional allocation of Officer Training Monies for the purpose of delivering regional CJSTC-approved Advanced and Specialized Training Program Courses.

Criminal justice officers and support personnel, pursuant to Section 943.10, F.S., are authorized to expend Officer Training Monies to attend Advanced and Specialized Training Program Courses delivered through a CJSTC-certified training school, provided the support personnel does not displace a certified officer. The CJSTC has further authorized the following personnel to attend courses funded with Officer Training Monies:

1. A sworn federal officer, on a space available basis, provided the officer does not displace a Florida officer.
2. Medical examiners personnel with prior written approval from the Regional Training Council.
3. Full-time staff and part-time instructional coordinators employed by a CJSTC-certified training school on a space available basis provided the staff does not displace a Florida officer.
4. Department of Financial Services, Office of Financial Investigations, on a space available basis, provided a Florida officer is not displaced.

Each training region shall offer CJSTC-approved Advanced and Specialized Training Program Courses funded with Officer Training Monies, to officers within its respective region, prior to accepting officers or support personnel from other regions. Criminal justice officers and support personnel located in one region may attend training in a different region. Each region shall make provisions in its operating budget for the reciprocal payment of training provided to officers, pursuant to Section 943.25(6), F.S., and support personnel, defined in Section 943.10(11), F.S., who attend training programs offered in other training regions. Reciprocal payment shall be limited to CJSTC Category II training costs and each training region's fiscal agent shall be held accountable for receipt and disbursement of the region's reciprocal funds. Such costs

shall be administered and paid by the fiscal agent charged with the responsibility for the reciprocal payment of training.

If CJSTC-approved Advanced and Specialized Training Program Courses are funded with Officer Training Monies, the training and room or board costs may not be assessed against the officer, support personnel, or their employing agency, pursuant to Section 943.25(5), F.S., however, the employing agency is responsible for travel incurred to and from training. If an officer, defined in Section 943.10(2), F.S., is employed with a private entity contracted with the state or county, or if an officer is not employed or appointed by an employing agency of Florida, the officer may attend a course funded with Officer Training Monies, provided the officer pays for all training costs associated with course attendance, pursuant to Section 943.25(5)(b), 944.105(7), or 944.714(2), F.S. Reimbursement of these costs, excluding out-of-state tuition, shall be deposited in the CJSTC-certified training school's Officer Training Monies account.

3. Category III - Operating Capital Outlay Expenses.

Officer Training Monies, pursuant to subsection 11B-18.003(24) or (25), F.A.C., shall be expended for CJSTC-approved Advanced and Specialized Training Program Courses set forth in Rules 11B-35.006 and 11B-35.007, F.A.C., and shall not be used for reoccurring expenses incurred by a CJSTC-certified training school. Each region shall not budget more than 15% of the total regional allocation to purchase items that are non-consumable and non-expendable. Category III - Operating Capital Outlay Expenses fall into the following categories:

(a) "Expense" Operating Capital Outlay. Expense operating capital outlay purchases that cost less than \$500 with a life expectancy of one year or more, shall be limited to items purchased that are required for delivery of CJSTC-approved Advanced and Specialized Training Program Courses. Officer Training Monies shall not be used for training school expenditures used to fulfill the certification and recertification requirements of Rule 11B-21.005, F.A.C.

(b) "Standard" Operating Capital Outlay. Standard operating capital outlay purchases include items with a cost of \$500 or more with a life expectancy of one year or more.

(c) Operating Capital Outlay property purchased for use other than for the direct support of CJSTC-approved Advanced Training Program Courses pursuant to Rule 11B-35.006, F.A.C., and Specialized Training Program Courses pursuant to Rule 11B-35.007, F.A.C., are not appropriate purchases.

Operating Capital Outlay property received from a vendor as a purchasing incentive, using Officer Training Monies, shall be reported on an Officer Training Monies Semi-Annual Expenditure Report, form CJSTC-300.

Operating Capital Outlay Property shall not be disposed of or transferred without prior notification to and approval by CJSTC staff. An Operating Capital Outlay Property Disposal Request, form CJSTC-311.

Usable property shall be offered to other CJSTC-certified training schools in Florida prior to selling or disposing of the property. The usable property shall be offered to criminal justice agencies in Florida if a training school does not claim the property. To transfer Operating Capital Outlay Property from one training school to another, the transferring

training school shall forward to CJSTC staff a completed form CJSTC-311, which shall be signed by the training center director.

A CJSTC-certified training school shall notify CJSTC staff on form CJSTC-311, to request disposal of obsolete property. A written verification of the condition of the property shall be included. CJSTC staff shall physically view the property and approve the written verification of the condition of the property prior to disposal or trading of the property. Obsolete property may be traded for credit on the purchase of new property. Money received from the disposal of property purchased with Officer Training Monies shall be returned to CJSTC staff for deposit into the Criminal Justice Standards and Training Trust Fund.

Stolen Operating Capital Outlay Property. Notification of stolen property purchased with Officer Training Monies shall include a copy of a police report indicating that the circumstances surrounding the theft were beyond the control of the CJSTC-certified training school. Should property purchased with Officer Training Monies become lost or stolen through negligence, the training school shall replace the property with the training school's funds.

Operating Capital Outlay Property purchased by a CJSTC-certified training school, using Officer Training Monies, shall be made available to CJSTC staff and inventoried during the audit for the fiscal year the property was purchased. A training school shall conduct annual audits of property purchased with Officer Training Monies to include the inventory item, date purchased, property serial number if appropriate, and property number. CJSTC staff is authorized to conduct spot inventories, on demand, of items purchased with Officer Training Monies.

After the year of purchase, items purchased with a value of \$500 or more, and \$100 or more for hardbound books, shall be inventoried on an annual basis. Weapons shall be inventoried each year regardless of the purchase price.

Training schools shall have written procedures on file for the security of all property purchased with Officer Training Monies. Such procedures shall include check-in and check-out procedures and the names of personnel that have access to the property.

B. Development of Officer Training Monies Budgets and Required Reports

Training center/school further agrees and acknowledges that:

Unless the CJSTC grants a waiver, no later than February 1 of each year, the Officer Training Monies Operating Budget, form CJSTC-310, shall be submitted to CJSTC staff by each Regional Training Council and shall reflect the region's proposed operating budget for the upcoming fiscal year, beginning July 1 and ending June 30 of the next year, based on the Officer Training Monies available and projected for the region pursuant to subsection 11B-18.0052(1), F.A.C. The region shall also include any request to expend the previous year's accrued interest. Each Regional Training Council is responsible for including in its approved budget, the CJSTC's priority budget issues as they relate to the training needs of the region. The region's projected annual operating budget shall list items in order of priority within each budget category as set forth in Rule 11B-18.0053, F.A.C. A region that fails to meet the required deadline, or fails to receive an extension of the submission deadline from CJSTC staff, shall forfeit the opportunity to propose an operating budget for the region and

CJSTC-certified training schools for that fiscal year. Officer Training Monies forfeited by a region due to noncompliance with the February 1 deadline shall be distributed to other regions in the state based on the statewide distribution formula set forth in subsection 11B-18.0052(2), F.A.C.

As applicable pursuant to Section 215.971, F.S, a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

Budget Amendment and Programmatic Change. The Officer Training Monies Programmatic Change and Budget Amendment, form CJSTC-302, shall be used by a CJSTC-certified training school through its Regional Training Council to reflect changes to its annual operating budget.

Unobligated Operating Capital Outlay Purchases. Operating budgets approved by the CJSTC that include "unobligated" Operating Capital Outlay purchases require additional approval prior to expenditure of these funds. A training school shall submit form CJSTC-302 to identify planned expenditures equal to the amounts previously budgeted as unobligated. Form CJSTC-302 shall only be completed when a training school and region requests a revision to its operating budget and the revision does not alter the distribution formula set forth in Rule 11B-18.0053, F.A.C.

Budget Amendment. A budget amendment shall be submitted to CJSTC staff on form CJSTC-302 when a training school and region request an adjustment to its CJSTC-approved budget, by transferring funds in one category to a different category, and does not alter the distribution formula set forth in Rule 11B-18.0053, F.A.C.

Programmatic Change: A programmatic change shall be submitted to CJSTC staff on form CJSTC-302 when a training school and region requests a change within a budget category within its CJSTC-approved budget and does not alter the distribution formula set forth in Rule 11B-18.0053, F.A.C.

Emergency Budget Amendment. An Emergency Budget Amendment is an adjustment to the approved regional operating budget that does not meet the CJSTC's distribution formula. An Emergency Budget Amendment that alters the CJSTC's distribution formula shall be submitted to CJSTC staff by a CJSTC-certified training school through its Regional Training Council, and shall include an explanation as to why the budget amendment is needed. Emergency Budget Amendments shall be submitted at the Criminal Justice Standards and Training Commission's next quarterly CJSTC meeting. If approval of the budget amendment is required prior to the next scheduled CJSTC meeting, the CJSTC Chairman shall approve the Emergency Budget Amendment and report the approved amendment to the full CJSTC at the next quarterly CJSTC meeting.

Each Regional Fiscal Agent shall submit an Officer Training Monies Semi-Annual Expenditure Report form CJSTC-300, to CJSTC staff twice each fiscal year advising the CJSTC of administrative, training, and capital outlay property expenditures. Encumbered Officer Training Monies shall not be included on this report.

Semi-annual Expenditure Reporting Period. Form CJSTC-300 shall be submitted by a training school through the Regional Training Council no later than 45 days after the end of each semi-annual expenditure reporting period. Semi-annual expenditure reporting periods

are January 1 through June 30 with a report due date of August 15, and July 1 through December 31 with a report due date of February 15.

Year-End Fiscal Report. Each Regional Fiscal Agent shall submit to CJSTC staff a completed Officer Training Monies Year-End Fiscal Report, form CJSTC-301, revised February 7, 2002, hereby incorporated by reference, reporting all expenditures, to include a list of all Operating Capital Outlay Property purchased pursuant to subsection 11B-18.0053(4), F.A.C. The report shall be filed by October 30 of each year and shall include interest earned for the previous fiscal year ending June 30.

Encumbered Officer Training Monies. Purchases shall be encumbered by close of the fiscal year, which is June 30. An encumbered purchase occurs when a purchase order has been issued or a binding contract negotiated prior to the end of the budget year. Purchases that encumber Officer Training Monies shall be received and paid by a training school no later than December 31. If Officer Training Monies are encumbered on June 30, the training school shall submit to CJSTC staff a "Preliminary" form CJSTC-301, on or before October 30, and a "Final" form CJSTC-301, on or before the following January 30.

Unencumbered Officer Training Monies. Officer Training Monies not expended and not encumbered on June 30, shall be reported on form CJSTC-301 and filed by a training school on or before October 30 of each year. The training school shall attach a check or warrant payable to the Criminal Justice Standards and Training Trust Fund in the amount equal to the unexpended unencumbered funds for the year.

As applicable pursuant to Section 215.971, F.S., any balance of unobligated funds which has been advanced or paid must be refunded to FDLE.

As applicable pursuant to Section 215.971, F.S., any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to FDLE.

Interest Earned. A training school may deposit Officer Training Monies in interest bearing accounts based on the authority granted by the State Comptroller. Interest earned shall be expended consistent with Category II and Category III expenditures set forth in subsections 11B-18.0053(3), (4), F.A.C., and are not subject to the distribution formula. Any interest not budgeted and expended as required below must be remitted to FDLE. A separate operating budget for accrued interest shall be submitted by the Regional Training Councils. The training school shall report interest earned and corresponding expenditures to CJSTC staff on the following forms:

(1) The Officer Training Monies Semi-annual Expenditure Report form CJSTC-300, pursuant to subsection 11B-18.0071(3), F.A.C., submitted to CJSTC staff no later than 45 days after the end of the two reporting periods of June 30 and December 31, shall include a report of all expenditures made during the interest budget period the interest was accrued. Interest earned by a training school shall be expended by June 30 of the year the CJSTC approved the expenditure. Interest earned shall not be encumbered, and if not expended, shall be returned to the CJSTC no later than 90 days following June 30, which is the close of the fiscal year.

(2) Year-End Fiscal Report. Each Regional Fiscal Agent shall submit to CJSTC staff a completed Officer Training Monies Year-End Fiscal Report form CJSTC-301, reporting all interest expenditures, to include a list of all Operating Capital Outlay property

purchased pursuant to subsection 11B-18.0053(4), F.A.C. The report shall be filed by October 30 of each year.

C. Scope of Work, Deliverables (as applicable pursuant to Section 215.971, Florida Statutes) and Areas of Responsibilities

Training center/school further agrees:

To provide CJSTC-approved Advanced and Specialized Training for law enforcement, corrections and correctional probation officers and defined support personnel on a regular and ongoing basis to meet the training needs of criminal justice agencies within its jurisdiction. The training center/school will provide training services based on the specific needs of the criminal justice community it serves, as directed by the regional training council. Funds will be expended in accordance with the fiscal year budget approved by CJSTC, as set forth in Amendment 1, or any subsequent amendments.

If it fails to provide CJSTC-approved advanced and specialized training as directed by the Regional Training Council and as outlined in this agreement, additional distributions will be withheld and future funding under this program may be jeopardized.

If the event the training center/school ceases providing training during this contract period, a final Fiscal Report must be submitted to FDLE and unspent funds must be returned to FDLE within 30 days of the final report.

Training center/school further agrees and acknowledges that:

Receipt of any Officer Training Monies shall be deemed an acceptance of the terms, conditions, and limitations contained in the CJSTC-approved budget under which they are received. Regional Training Councils or CJSTC-certified training schools accepting Officer Training Monies support, on or after the effective date of applicable rules, shall be deemed to have:

- (a) Agreed to refund to FDLE any funds that were not expended for training provided prior to the loss of certification.
- (b) Agreed to surrender to the CJSTC property purchased with Officer Training Monies upon loss of a CJSTC-certified training school's certification.
- (c) Agreed to receive approval from CJSTC staff prior to disposing of property secured through Officer Training Monies.
- (d) Property acquired by a state, local, or regional entity using Officer Training Monies shall become the property of the local entity, with the exception of Section 943.25, F.S., or other state statutes, this rule, the budget, approved training plan, or a grant that provides to the contrary. However, where an allocation or a portion of an allocation from Officer Training Monies has been used or applied contrary to these authorities, the state, local, or regional entity shall be deemed to have a contractual obligation to make restitution pursuant to this rule.

With regard to the Criminal Justice Standards and Training Trust Fund Officer Training Monies, the following entities shall have responsibilities outlined in below subsections:

The responsibilities of the Regional Training Councils are to:

- Determine the distribution of Officer Training Monies for allocation to the individual CJSTC-certified training schools in the respective training regions.
- Submit to CJSTC staff a list of the current voting membership of each Regional Training Council, including Regional Training Council officers (noting appointed fiscal agents) and forward any membership changes to CJSTC staff as they occur.
- Submit to CJSTC staff and maintain on file the minutes of each Regional Training Council meeting.
- Submit to CJSTC staff and maintain on file all required documents, budgets, reports, audit reports, and other documentation required by the Council and make available for review by CJSTC staff.
- Appoint or approve a regional fiscal agent.
- The responsibilities of the regional fiscal agents are to:
- Provide fiscal guidance and assistance to Regional Training Councils in the preparation of all documents, budgets, and reports for submission to CJSTC staff.
- Be responsible for the receipt and disbursement of Officer Training Monies pursuant to Rule Chapter 11B-18, F.A.C., and Section 943.25, F.S.
- Be responsible for the separate maintenance of financial records, including accrued interest documentation for Officer Training Monies accounts, and CJSTC-certified training school property inventories.

Training center/school further agrees:

The deliverables and responsibilities of CJSTC-certified training schools under this agreement are to:

- Develop a training calendar based on regional training priorities that is inclusive of CJSTC recommendations and estimated training costs. The training calendar shall adhere to the Regional Training Council's plan, CJSTC procedures, and the statewide distribution formula for Officer Training Monies set forth in subsection 11B-18.0052(2), F.A.C.
- Be responsible for the receipt and payment of Officer Training Monies authorized by a CJSTC-certified training school's approved annual operating budget pursuant to Rule Chapter 11B-18, F.A.C., and Section 943.25, F.S.
- Be responsible for the separate maintenance of the appropriate financial records pursuant to standard state or local accounting procedures.
- Make available to the Regional Training Council, documentation maintained by the fiscal agent 15 business days after the request for documentation.
- Respond to any audit by the State, CJSTC staff, Regional Training Councils, or local government.
- Begin training courses, for which Officer Training Monies are expended, on or before June 30 of the current fiscal year.
- Receive and separately account for all property purchased with Officer Training Monies pursuant to standard state or local property inventory procedures. Submit to CJSTC staff an inventory of operating capital outlay items purchased with Officer Training Monies during each fiscal year.
- Obtain approval from CJSTC staff prior to disposing of property purchased with Officer Training Monies.

D. Audits (as applicable pursuant to Section 215.971, F.S.)

The expenditure of Officer Training Monies must be in compliance with all applicable statutes and rules. All changes applicable statutes and rules impacting the conditions of this agreement will be submitted by FDLE as amendments to the current agreement. Failure to submit required budgets, reports, and other related documents, shall result in subsequent allocations being withheld by the CJSTC.

CJSTC staff conducts a fiscal and program audit and instruction and facility evaluation of training schools within each region. The audit and instruction facility inspection performed by CJSTC staff shall establish a comprehensive analysis of training schools to ensure compliance with Chapter 943, F.S., and Rule Chapter 11B-18, F.A.C.

(1) Annual Audit

(a) Each training school shall be audited annually and shall be scheduled and coordinated with the respective training center director(s), fiscal agent(s) and Regional Training Council Chairperson(s) who are subject to the audit. Training schools that receive a fiscal year perfect audit shall be exempt from an audit in the subsequent fiscal year unless otherwise requested by the training center director. However, a training school may be audited for cause, for example, the removal or death of a training center director, an allegation of fiscal irregularity or impropriety, or the improper expenditure of funds.

(b) The annual fiscal year audit shall be conducted after the June 30 close of the fiscal year.

(c) The audit shall include all transactions for the fiscal year of July 1 through June 30 and may, at the discretion of CJSTC staff, include a review of current fiscal year activities in progress.

(2) Preliminary Audit Report.

Training center director(s), fiscal agent(s), and Regional Training Council Chairperson(s) shall receive a preliminary copy of the fiscal program audits and instruction and facility evaluation prior to its presentation to the Criminal Justice Standards and Training Commission. In addition to the concerns and recommended actions noted for the fiscal year being audited, CJSTC staff is authorized to review and include follow-up corrective actions to deficiencies by a CJSTC-certified training school found in prior year audits. Training school staff and regional personnel are permitted to submit additional information to include in the audit presented to the CJSTC. The CJSTC, at its next regularly scheduled quarterly meeting, shall take action on the recommended actions presented in the audit report.

(3) Final Audit Report.

The training center director(s), fiscal agent(s), and Regional Training Council Chairperson(s) shall receive a copy of the final audit report within five working days of the quarterly CJSTC meeting.

(4) Final Audit Response.

Each training center director, fiscal agent, and Regional Training Council Chairperson shall provide a written response to CJSTC staff in response to the audit by the due date included in the audit. The audit response shall include a plan for corrective action and reimbursement of any unauthorized expenditures.

Failure to respond to, and continued non-compliance with applicable Florida Statutes and CJSTC rules shall result in punitive action by the CJSTC to include:

- When training schools fail to respond in writing to the audit, CJSTC staff shall write a letter of concern to the training center director requesting a written response to the audit. Copies of the letter shall be sent to the administrative head of the agency or entity, fiscal agent, and the Regional Training Council Chairperson.
- Failure to return inappropriately expended Officer Training Monies requested in an audit shall result in the CJSTC withholding the training school's next release of Officer Training Monies.
- Continued failure for three years to comply with Chapter 943, F.S. and Rule Chapter 11B-18, F.A.C., shall result in the CJSTC writing a letter of censure to the administrative head of the entity and to the training center director requesting a written plan for compliance with applicable Florida Statutes and CJSTC rules.
- If compliance is not achieved via the above outlined measures, the CJSTC shall take disciplinary action pursuant to the disciplinary guidelines set forth in Rule 11B-21.018, F.A.C.

E. Notice of Additional Audit Requirements

The expenditure of state funds must be in compliance with all applicable statutes and rules. The administration of the resources provided by FDLE to the CJSTC-certified training schools may be subject to additional audits and monitoring pursuant to 215.97, F.S., also known as the Single Audit Act. In the event the criminal justice training school expends a total amount of all state funding equal to or in excess of \$500,000 in any fiscal year, the criminal justice training school must have a State single or project-specific audit for such fiscal year in accordance with 215.97, F.S., applicable rules of the Executive Office of the Governor and the Department of Financial Services, and Chapter 10.550 (local governmental entities), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the criminal justice training school shall consider all sources of state funding, including state financial assistance received from FDLE, other state agencies, and non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with audit requirements, the criminal justice training school shall ensure that the audit complies with the requirements of 215.97(8), F.S. This includes the submission of a financial reporting package as defined by Section 215.97(2)(e) F.S., and Chapter 10.550 (local governmental entities), Rules of the Auditor General.

If the criminal justice training school expends less than \$500,000 in state funding in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S. is not required. In the event the criminal justice training school expends less than \$500,000 in state funding in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the receiving entities resources – i.e., the cost of such audit cannot be paid from resources provided by the state or by Trust Fund Monies.

If the criminal justice training school is exempt from these audit provisions, the criminal justice training schools Chief Financial Officer or designee, or the Regional Council fiscal

agent, shall provide written notice of this exemption to FDLE. The notice of exemption from the audit shall include the criminal justice training schools' fiscal year, name of the award from FDLE, catalog of state financial assistance number, amount of the award, and statement that the criminal justice training school is exempt from audit requirements for its fiscal year due to the threshold requirements for an audit.

The notice of exemption should be received in conjunction with the submission of the annual budget by the CJSTC-certified training center (Feb 1). This document along with all other correspondence and required reports identified within this agreement should be submitted to the:

Florida Department of Law Enforcement
Criminal Justice Professionalism
C/O Bureau of Standards – Audit Services
P.O. Box 1489
Tallahassee, Florida 32302

Audit Report Submission

Unless otherwise identified in the agreement terms, the criminal justice training school should send an audit report directly to each of the following:

Florida Department of Law Enforcement
Criminal Justice Professionalism
C/O Bureau of Standards – Audit Services
P.O. Box 1489
Tallahassee, Florida 32302

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Any reports, correspondence, CJSTC forms, or other information required to be submitted to FDLE pursuant to this agreement and the provisions of Chapter 943, F.S. and Chapter 11B-18, F.A.C., shall be submitted in a timely manner and in accordance with Chapter 10.550 Rules of the Auditor General.

F. Events of Default and Financial Consequences (as applicable pursuant to Section 215.971, F.S.)

If FDLE determines that the training center/school is not in full compliance with any part of the agreement or upon the request of the CJSTC, FDLE must, at the next scheduled annual audit include a review of current fiscal year activities in progress.

If any of the following events occur ("Events of Default"), all obligations on the part of FDLE to make any further payment of funds hereunder shall be suspended and the FDLE may, at its option, exercise any of its remedies set forth herein, but FDLE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the training center/school in this agreement or any previous agreement with FDLE shall at any time be false or misleading in any respect, or if the training center/school shall materially fail to keep, observe or perform any of the terms or covenants contained in this agreement or any previous agreement with FDLE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
2. If any material adverse change shall occur in the financial condition of the training center/school at any time during the term of this agreement from the financial condition revealed in any reports filed or to be filed with FDLE, and the training center/school fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by FDLE.
3. If any reports or documentation for invoices required by this agreement have not been submitted to FDLE or have been submitted with materially incorrect, incomplete or insufficient information;
4. If the training center/school has materially failed to perform and complete in timely fashion any of the services required under this agreement.

Upon the happening of an Event of Default, then FDLE may, at its option, upon written notice to the training center/school and upon the training center/school's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FDLE from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this agreement, provided that the training center/school is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth herein;
2. Commence an appropriate legal or equitable action to enforce performance of this agreement;
3. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the training center/school to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the training center/school to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the training center/school to reimburse FDLE for the amount of costs incurred for any items determined to be ineligible;
4. Exercise any other rights or remedies which may be otherwise available under law;

The Department may terminate this agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of material compliance with applicable statutes or rules; failure to perform in a timely manner; and refusal by the training center/school to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended.

The training center/school shall return funds to FDLE if found in material non-compliance with laws, rules, regulations governing the use of the funds or this agreement.

G. Records Retention

The training center/school shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow FDLE or its designee, the Florida Chief Financial Officer or Auditor General, access to such records upon request. The training center/school shall ensure that audit working papers are made available to FDLE or its designee, the Florida Chief Financial Officer or Auditor General, upon request for a period of five years from the date the audit report is issued, unless extended in writing by FDLE.

H. Attachments, Amendments and Exhibits

Attachment 1: Regional Training Centers

Attachment 2: CJSTC Approved Advanced Training Programs/Courses

Attachment 3: CJSTC Approved Specialized Training Programs/Courses

Amendment 1: Named Training Center 2014/15 Budget approved by CJSTC

Amendment 2: Financial Award Amount

Signatures below indicate agreement with the terms, this agreement is not valid until signed by all parties:

TRAINING SCHOOL

STATE OF FLORIDA

Sarasota County Technical Institute, Criminal Justice Academy **FLORIDA DEPARTMENT OF LAW ENFORCEMENT**

SIGNED BY:  SIGNED BY: _____

NAME: CAPT. MIKE TELANEY NAME: _____
(Print) (Print)

TITLE: DIRECTOR / PROG. MANAGER TITLE: _____
(Print) (Print)

DATE: 4.30.14 DATE: _____

VENDOR NUMBER: _____

FISCAL AGENT

Sarasota County School Board

SIGNED BY: _____

NAME: _____
(Print)

TITLE: _____
(Print)

DATE: _____

VENDOR NUMBER: _____

Approved for Legal Content
May 6 2014, by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH