

TRAINING PERSONNEL AGREEMENT
BETWEEN THE SARASOTA COUNTY SHERIFF'S OFFICE
AND
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

THIS AGREEMENT is made this _____ day of _____, 2007, effective July 1, 2007, by and between The School Board of Sarasota County, Florida (the "School Board"), by and through The Sarasota County Technical Institute ("SCTI"), and the Sarasota County Sheriff's Office ("SCSO") to provide Basic Recruit Training, and the Criminal Justice Standards and Training Trust Fund (referred herein as "Trust Fund") Advanced and Specialized courses to students enrolled in the Sarasota Criminal Justice Academy ("SCJA") through the Sarasota County Technical Institute.

WITNESSETH:

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

1. SCSO Personnel

- a. **Personnel:** During the term of this Agreement or for periods set forth herein, the Sheriff agrees to provide one (1) Captain position from the agency to be on-site at the SCJA full-time for a maximum of forty (40) hours per week, but not less than twenty (20) hours per week. This individual shall be designated as the SCJA Director. The selection of the Director shall be by mutual agreement between the Sheriff and the SCTI Director.
- b. **Duties:** The duties of the SCJA Director are listed below; any modifications or additions to these duties will be documented by memorandum between the contract administrators identified in paragraph 6 below, which shall otherwise be subject to all the provisions of this Agreement:
 - i. To act as a liaison between the SCTI, the SCSO, and other Sarasota County law enforcement agencies and other Region 10 area law enforcement agencies.
 - ii. To request advisement from the SCJA Advisory Committee, and law enforcement employing agencies in the SCTI service area, regarding the delivery of criminal justice training.

- iii. To ensure the safety of students and law enforcement academy instructors.
- iv. To work in cooperation with the Regional Training Council.
- v. To work in cooperation with the SCTI Trust Fund Fiscal Agent appointed by the Regional Training Council.
- vi. To manage all FDLE Commission approved training programs with input from the SCJA Advisory Committee and oversight by SCTI administrative personnel to ensure that the Commission's goals and objectives are met.
- vii. To work in collaboration with SCTI to assure adequate facilities, equipment and supplies are available.
- viii. To work in conjunction with SCTI in the recruitment and the selection of qualified SCJA instructors and coordinators. Final hiring decisions will be the responsibility of the School Board.
- ix. To ensure quality training instruction.
- x. To develop, administer, maintain, and secure course examinations.
- xi. To ensure that SCJA instructor certification applications are completed correctly, that all requirements have been met, and that an internship has been completed.
- xii. To prepare, maintain, and file all required documentation within the established time frames.
- xiii. To ensure that the administration and expenditure of Criminal Justice Standards and Training Trust Fund (referred herein as "Trust Fund") complies with the Florida Statutes, Commission Rules and Policies and Procedures.
- xiv. To assure that a copy of the Basic Recruit Training Curriculum is provided to each student prior to or during the time the student is enrolled in a given course.
- xv. To maintain accurate daily attendance records for each Commission approved training course.
- xvi. To designate individuals responsible for coordination of courses, scheduling of Commission certified criminal justice law enforcement academy instructors (referred herein as "L.E. instructors"), facilities, and materials.
- xvii. To assure that the SCJA and Commission programs are administered according to Commission Rules and Policies and Procedures.
- xviii. To ensure proper administration of end-of-course examinations.
- xix. To provide other such services as mutually agreed to by the SCTI Director and the Sheriff.
- xx. In addition to the duties of the SCJA Director, commands the SCSO Academy and Member Development Bureau, as approved by the FDLE.

- c. **Certification:** Said SCJA Director shall be a sworn law enforcement officer in and for the State of Florida and shall meet the qualifications of a director as established by SCTI and the Florida Criminal Justice Standards and Training Commission.
 - d. **Supervision:** The SCTI shall direct the normal daily activities of the SCJA Director assigned to the SCTI in the execution of the policies and programs herein authorized; however, the SCTI SCJA Director shall at all times remain under the direct supervision and management control of the Sheriff's Office Technical Operations Division Major and be governed by the policies, procedures and the general orders of the Sarasota County Sheriff's Office.
 - e. **Reporting and Accountability:** The SCJA Director shall establish a calendar for basic recruit and advanced and specialized training courses. A report of the training activities shall be provided to the SCJA Advisory Committee. The format for the recordings and reporting of training shall be mutually acceptable to the Sheriff and the SCTI Director.
 - f. **Payroll and Benefits:** The SCSO Captain assigned to the SCJA shall continue on the payroll of the SCSO and shall continue to receive all benefits as other full-time members in the same classification in the SCSO while assigned to the academy.
2. **Reimbursement by the SCTI:** The SCTI shall pay the SCSO the sum of \$5,258.41 per month for the services of the assigned SCJA Director. Such payments will be due on the 30th of each month for the period set forth in Paragraph 5 of this Agreement, unless this Agreement has terminated as provided herein.
- a. **Travel and Per Diem:** The SCTI shall pay all travel and per diem expenses associated with travel authorized by the SCTI outside the Region 10 area.
3. **Office Space, Training Facilities, Equipment, and Support Personnel:** The SCTI shall provide the SCJA Director adequate office space, training facilities, all equipment, supplies, secretarial support, and instructors at the SCJA as needed for training conducted pursuant to the Agreement. Any additional office space, training or instructional supplies that are needed and determined to be outside the scope of the actual fund collected, inclusive of the class tuition, must be mutually agreed upon with prior approval by the SCTI and the Sheriff, in writing before any training class shall begin.

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

Sheriff William F. Balkwill
Sarasota County Sheriff's Office
Attn: Major Fleeman
2071 Ringling Boulevard
Sarasota, Florida 34237-7036

5. **Term:** The terms of this Agreement shall be effective as of July 1, 2007 and end on June 30, 2008. The SCJA Advisory Committee will review the status of the Agreement and make recommendation to the SCTI Director to continue and/or revise the terms of the Agreement, or discontinue the Agreement. This Agreement will automatically renew for successive one year periods. (i.e. July 1, 2007 to June 30, 2008) unless either party gives the other party written notice of its intent to cancel or withdraw from this Agreement at least sixty (60) days in advance of expiration of the agreement.
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:
Larry Dunklee, Chief Deputy
Sarasota County Sheriff's Office
2071 Ringling Boulevard
Sarasota, FL 34237-7036

SCTI:
Mellissa Morrow, Interim 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:

William F. Balkwill, Sheriff
Sarasota County Sheriff's Office
2071 Ringling Boulevard
Sarasota, FL 34237-7036

SCTI:

Mellissa Morrow, Interim Director
Sarasota County Technical Institute
4748 Beneva Road
Sarasota, FL 34233

7. **Amendments:** This Agreement may be amended by mutual written agreement of the parties and may be changed only by such written agreement.
8. **Non-Waiver:** the failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.
9. **Severability:** If any provision(s) of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
10. **Governing Law:** The Agreement shall be governed in accordance with the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought pursuant to the Agreement shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
11. The parties agree the previous Training Personnel Agreement between Sarasota County Sheriff's Office and The School Board of Sarasota County, Florida dated August 15, 2006, is hereby terminated.
12. **Entire Agreement:** This Agreement contains all the terms and conditions agreed upon by the parties.

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

WILLIAM F. BALKWILL, SHERIFF
SARASOTA COUNTY

Witness: _____

FRANK KOVACH, CHAIR
THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

Witness: _____

Approved for Legal Content
July 27, 2007 by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH