

Good Afternoon Mr. Feldman,

Chief Hutchinson and I appreciate the opportunity we had on Tuesday (7/3) to discuss your concerns and proposed changes to the SRO Agreement for the 2018-19 school year. Please find attached our Legal Departments' comments and proposed changes to your redlined version. I've also provided a brief synopsis below:

Article(s) Referenced	Comments
2.02 – Participating District School	We are okay with you proposed change for the CITY to adopt appropriate legislation to provide the City Manager with the authority to increase Participating Schools as described in the section. Please note we expect the CITY to provide SBBC a written copy of the “appropriate legislation” prior to the time that any additional Participating District School is added.
2.03 – Assignment of SROs	We agree that “regular school day” should be defined and further modified your definition as noted to ensure compliance with SB 7026 and an SROs 8-hour a day work schedule. Please note that in accordance with SB 7026 – Section 10046.12, Fla. Stat., an SRO is expected to be on site. The law does not allow for there not to be school officers during an emergency circumstance.
2.04 – Applicable Policies and Standards	Pursuant to Section 1006.12, Florida Statutes, page 78 of 105, Lines 2059 – 2066-- School resource officers shall abide by district school board policies and shall consult with and coordinate activities through the school principal, but shall be responsible to the law enforcement agency in all matters relating to employment, subject to agreements between a district school board and a law enforcement agency. Activities conducted by the school resource officer which are part of the regular instructional program of the school shall be under the direction of the school principal. Thus, language to this provision has been modified to comply with SB 7026.
2.05 – Duties of SROs	We suggest striking the following—“...school disciplinarian or security officer and shall not...” We even deleted your recommendation to substitute officer to security but striking out any such references. Thus, we propose the statement to read as above.
2.05(h) – Duties of SROs	We are okay with your proposed change that indicates the CITY shall furnish written documentation to SBBC of it being a self-insured municipal corporation in compliance state statute.
2.05(h)5 – Duties of SROs	Added clarifying language to address the unintended consequence of the gun safes/lockers being removed prior to the end of the current term of this Agreement.
2.05(h)6 – Duties of SROs	We agree that it should be deleted as this provision is already addressed in Section 2.11.
2.08 – Payment for SRO Program Services	We are okay with the deletion of the language related to pro rata reductions as the statute doesn’t allow for absences due to emergency circumstances.

2.09(f) – Inspection of CITY’s Records by SBBC- Overcharges and Unauthorized Charges	We would like to keep this language is standard and has been accepted in all SRO Agreements in the past.
2.10 – Notice	Agree with change from Chief to Police Department. We spelled this out as PD was not previously defined.
3.06 – Default	We agree with the deletion of this provision as this Agreement is only for one year. Should the term of this Agreement be extended to include more than one year, than this provision will be required.
3.10 – Compliance with Laws	We agree with the strikethroughs and additional language.
	<p>Please note:</p> <ul style="list-style-type: none"> • We also added “calendar” days where appropriate to maintain consistency • Our redlined version in acceptance of many of your recommendations required for many of the latter articles to be renumbered

I will be available tomorrow to further discuss any questions/concerns you might have with our responses to your proposed changes.

Many thanks!

Leo Nesmith, Ph.D.

Intern Director

Office of the Chief of Staff

Work: (754) 321-2605



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Succeed in Tomorrow's World**

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From: Lee Feldman <LFeldman@fortlauderdale.gov>
Sent: Thursday, July 5, 2018 11:01 AM
To: Bradley H. Weissman; Leo Nesmith; Robert Hutchinson; Kathelyn M. Jacques-Adams
Cc: Alain Boileau; Rick Maglione
Subject: Re: SRO Agreement

Leo

Just checking in to see if you have comments on the agreement.

Thank you.

Lee

Lee R. Feldman | City Manager
City of Fort Lauderdale, Florida

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From: "Bradley H. Weissman" <BWeissman@fortlauderdale.gov>
Date: Tuesday, July 3, 2018 at 3:10 PM
To: Leo Nesmith <leo.nesmith@browardschools.com>, Robert Hutchinson <robert.hutchinson@browardschools.com>, "Kathelyn.Jacques-Adams@browardschools.com" <Kathelyn.Jacques-Adams@browardschools.com>
Cc: Lee Feldman <LFeldman@fortlauderdale.gov>, Alain Boileau <ABoileau@fortlauderdale.gov>, Rick Maglione <RMaglione@fortlauderdale.gov>
Subject: RE: SRO Agreement

All:

Per our conversation of this morning, attached is an underlined/strikethrough version of the SRO agreement for the 18-19 school year. As we discussed, this version contains the City's proposed modifications. Please be advised that the next City Commission meeting is scheduled for July 10th, after which the Commission goes on its summer break until their next meeting on August 21st. Therefore, in an attempt to have an executed agreement in place before the start of the school year, the City Manager intends to place a version of the Agreement on the Commission's July 10th agenda. As such, we hope to have your input on the proposed changes so that we may inform the Commissioners of the School Board's position regarding the modifications.

Respectfully,

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Bradley H. Weissman, Esquire
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• BWeissman@Fortlauderdale.gov<<mailto:BWeissman@Fortlauderdale.gov>>

From: Lee Feldman

Sent: Monday, July 02, 2018 4:56 PM

To: Leo Nesmith

Cc: Rick Maglione; Bradley H. Weissman; RR; Jeffrey S. Moquin; Robert Hutchinson

Subject: Re: SRO Agreement

Leo

Confirming 10 am tomorrow in my office. Attached is the latest version we are working from.

Thank you.

Lee

Lee R. Feldman | City Manager
City of Fort Lauderdale, Florida

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From: Lee Feldman <LFeldman@fortlauderdale.gov<<mailto:LFeldman@fortlauderdale.gov>>>

Date: Monday, July 2, 2018 at 11:48 AM

To: Leo Nesmith <leo.nesmith@browardschools.com<<mailto:leo.nesmith@browardschools.com>>>

Cc: Rick Maglione <RMaglione@fortlauderdale.gov<<mailto:RMaglione@fortlauderdale.gov>>>, "Bradley H. Weissman" <BWeissman@fortlauderdale.gov<<mailto:BWeissman@fortlauderdale.gov>>>

RR <r.r@browardschools.com<<mailto:r.r@browardschools.com>>>, "Jeffrey S. Moquin"

<jeffrey.moquin@browardschools.com<<mailto:jeffrey.moquin@browardschools.com>>>, Robert

Hutchinson <robert.hutchinson@browardschools.com<<mailto:robert.hutchinson@browardschools.com>>>

Subject: Re: SRO Agreement

Leo

Please advise of availability to meet tomorrow morning. Thank you.

Lee
Lee R. Feldman
City Manager

On Jul 2, 2018, at 10:34 AM, Leo Nesmith
<leo.nesmith@browardschools.com<<mailto:leo.nesmith@browardschools.com>>> wrote:
Good Morning Mr. Feldman,

I'm writing to let you know that Mr. Moquin is out of the state until next Monday, June 9. I will serve as his point of contact until he returns.

In response to your email, please note there have only been minor changes to the SRO agreement from last year. These changes include:

- * Provisions for placements of rifle safes on school campuses
- * Removal of language to allow SROs to perform other off-campus duties because of SB 7026 implications
- * Incorporated language you suggested for additional terms to the agreement which would allow an increase in SRO placements based on consent of the City Manager and Superintendent of Schools

Due to the extent Fort Lauderdale will not be able to supply additional SROs at every school due to capacity shortages, we are working with the Broward Sheriff's Office to implement the guardian program in accordance with state legislation to place a guardian at every school that does not have an SRO.

However, we definitely want to explore your recommendations to place police details at such schools as a backup plan in the event the guardians have not completed their required trainings prior to the start of the school year.

Please know that Chief Hutchinson and I will make ourselves available to meet with you and Chief Maglione to resolve any issues prior to Jeff's return.

I hope this response addresses any concerns you might have with the SRO agreement. Please don't hesitate to contact me at 954-536-4459 if you still have any questions/concerns.

Leo Nesmith, Ph.D.
Intern Director
Office of the Chief of Staff
Work: (754) 321-2605
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rather contact this office by phone or in writing.

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From: Lee Feldman <L.Feldman@fortlauderdale.gov<<mailto:L.Feldman@fortlauderdale.gov>>>
Sent: Saturday, June 30, 2018 4:43 PM
To: Leo Nesmith
Cc: Rick Maglione; Bradley H. Weissman; RR; Jeffrey S. Moquin
Subject: Re: SRO Agreement

Leo –

How do you suggest we proceed?

Lee

Lee R. Feldman | City Manager
City of Fort Lauderdale, Florida

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From: Lee Feldman <L.Feldman@fortlauderdale.gov<<mailto:L.Feldman@fortlauderdale.gov>>>
Date: Saturday, June 30, 2018 at 4:40 PM
To: "Jeffrey S. Moquin"
<jeffrey.moquin@browardschools.com<<mailto:jeffrey.moquin@browardschools.com>>>
Cc: Rick Maglione <RMaglione@fortlauderdale.gov<<mailto:RMaglione@fortlauderdale.gov>>>, "Bradley H. Weissman" <BWeissman@fortlauderdale.gov<<mailto:BWeissman@fortlauderdale.gov>>>, RR <r.r@browardschools.com<<mailto:r.r@browardschools.com>>>
Subject: SRO Agreement

Jeff

We received the draft SRO agreement last week and we will have some changes that need to be made. Our Commission meeting will be on July 10th and we will publish the agenda on July 6th. I need to know how we can get a document that we can agree upon before the start of the School Year.

Additionally, we need to discuss the plan for coverage of the schools where SRO services are not provided.

Thoughts on how we are going to get closure on this?

Thanks.

Lee

Lee R. Feldman | City Manager
City of Fort Lauderdale, Florida

L.Feldman@fortlauderdale.gov<<mailto:L.Feldman@fortlauderdale.gov>><<mailto:L.Feldman@fortlauderdale.gov>> | (954) 828-5959

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"We cannot do great deeds unless we are willing to do the small things that make up the sum of greatness." - T. Roosevelt

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