

City of North Port

Office of the City Manager

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April 11, 2018

Dr. Todd Bowden, Superintendent Sarasota County Schools 1960 Landings Blvd. Sarasota, FL 34231

Dear Dr. Bowden:

I have received your letter dated April 3, 2018 asking for a proposal to provide nine School Resource Officers for the 2018-2019 school year. Currently, the City of North Port is providing 5 school resource officers, two (2) at North Port High School; one (1) at Heron Creek Middle School; one (1) at Woodland Middle School; and one (1) supervisory position. In order to meet the requirements of the new law, six (6) additional positions will be needed, one (1) supervisory position and one (1) for each of the five (5) elementary schools:

Atwater Elementary School Cranberry Elementary School Glenallen Elementary School Lamarque Elementary School Toledo Blade Elementary School

This will result in a total of eleven (11) total positions. The cost for all these positions will be \$1,092,535.92, which includes all equipment, salaries, and benefits.

Additionally, if you want the City to provide two (2) school resource officers for charter schools in North Port, the added cost will be \$139,346.78.

As this will require the City to hire additional staff in order to be ready for the start of the school year, I request that you let us know your decision as quickly as possible so that I may present this to my Commission for their approval.

Sincerely,

Peter D. Lear, CPA, CGMA

City Manager

PDL/mdg



April 12, 2018

Superintendent Todd Bowden, Ed.D. Sarasota County Schools 1960 Landings Blvd. Sarasota, FL 34231

Re: School Resource Officers/Marjory Stoneman Public Safety Act

Dear Superintendent Bowden:

As a follow up to your correspondence of April 3, 2018, I am pleased to offer the following.

Background - Current SPD School Resource Officer Program

As you know the City of Sarasota and Sarasota County Schools have collaborated to provide School Resource Officers at Booker High, Sarasota High and Brookside Middle schools since the fall of 2013. To date the partnership has worked well.

For your background, in 2013, in order to respond to the School District's initial request for 3 School Resource Officers (SRO's) from the Sarasota Police Department (SPD) the City hired additional police officers to provide the requested services after the Sarasota County Sheriff discontinued providing SROs within the municipalities within Sarasota County.

SPD's contractual staffing requirements, high calls for service volumes, emergency response time goals, officer safety requirements and fiscal constraints have dictated the terms of the agreements to date with both Sarasota County Schools and City honoring those realities over the past five years.

The City supported the Sheriff's provision of these services prior to 2013, as both Sarasota County Schools and the Sheriff's Department are funded primarily through the broad based countywide property tax base and not the municipal tax base designed to primarily fund street patrols, emergency response, crime prevention, investigative services, traffic enforcement, and an increasing number of special events in our City.

Our City is somewhat unique in that we also host over 3 million visitors each year, serve as the business and cultural center of the region and shoulder a disproportionate share of the countywide struggle related to chronic homelessness. In summary, SPD was a very busy department in 2013 and remains so today. The City recently commissioned a staffing study of the SPD and those results are expected in May and will likely suggest additional staffing may be warranted to meet current demands.

Sarasota City Manager's Office

1565 First Street, Sarasota, Fl. 34236

Telephone: 941-954-4102 Fax: 941-954-4129

The basic terms of our SRO agreements as directed by the Sarasota City Commission are that the School District covers the full costs of the SRO's during the school year and the city covers the SRO costs while school is in recess, versus Summer layoffs.

For the sake of this analysis, subject to annual pension actuarial calculations, under the current formula, you can roughly estimate each SPD SRO costs approximately \$100,000 per school year, plus supervision.

As of this writing, our union contracts do not currently allow for a special school security division or part-time officer division, nor does our current agreement with Sarasota County Schools cover the significant cost of purchasing police vehicles.

All SPD SRO's assigned to schools are full-time, active officers, with full health and pension benefits and remain available for assignment as deemed necessary under the SPD chain of command as outlined in Article V of the agreement.

Per your request, SPD has outlined the current costs of providing SROs as well as cost estimates for providing 7 SROs (4 at elementary schools, 1 at middle school, 2 at high schools) for County Schools located in the City.

It is important to note that just as in 2013, for this new request, additional SPD SROs will need to be hired, including the purchase of new vehicles which is not included in our current agreement.

Attached are spreadsheets which attempt to outline the costs of the current arrangements as well as options for adding additional SRO's to the contract. I will attempt to summarize the basic costs below:

Sarasota County Schools Request for SROs for schools located in the City of Sarasota – Cost Summary

Current SRO program funding:

	School District	City
3 SROs	\$ 302,461.74	\$ 80,401.22
SRO Supervision	\$ 39,015.50	\$ 25,000.00 est.
Total	\$ 341,477.23	\$105,401.22

7 SROs program funding at 100% State- County Cost, includes supervision:

State/School District	City
\$ 937,975.60	\$ 75,296.09

Additional vehicles fully equipped are \$45,000 each, @ 4 = \$ 180,000.00

Supervision requires new hire with time split 50-50.

Hybrid of 3 SROs under current formula, additional 4 at 100% state-county cost:

	State/School District	City
	\$ 822,687	\$ 190,584

Additional Vehicles fully equipped are \$45,000 each @ 4 = \$ 180,000

Please note, the above information is being provided by my office for informational purposes. Due to current staffing challenges within the SPD combined with new parks and recreational expenses being absorbed by the city from the county, staff will recommend to the City Commission that costs for additional school SROs should be funded by the State (who are mandating the Elementary Schools security services), with any funding gaps to be made up through the broad based countywide tax base.

Despite the above fiscal pressures, no doubt all involved in this analysis are committed to effective, responsible and affordable public safety in our streets, neighborhoods and public schools.

While other solutions may have been more effective in the government response to mass shootings, like more prudent firearm regulations, uniform background checks and properly funded state mental health programs those matters are, unfortunately, beyond our collective control.

Should the County School District desire to contract for 4 or more additional SROs, this will require the City of Sarasota to hire new officers for each position, which will require considerable recruitment efforts, training, equipment and vehicle acquisition as well as additional supervision.

Also, per our contracts SROs are posted with higher paid senior and experienced officers having priority choice for the positions versus rookie officers.

Other Options/Coordination

As our community works through this challenge I would be remiss if I did not communicate the City of Sarasota and SPD's commitment to working with Sarasota County Schools and the State of Florida through this challenge.

The City and SPD will coordinate closely with the District and each school toward effective implementation of whatever option the School District selects to protect our public schools in compliance with the Marjory Stoneman Douglas Public Safety Act.

We have a very good working relationship with Sheriff Knight and the Sheriff's Department and have worked well with Sheriff Knight in the past when they provided SRO services for county schools located in the city.

We also have a very good working relationship with several organizations within the city who have their own campus or agency public safety departments. Those agencies include Sarasota Memorial Hospital, New College, the Ringling College or Art and Design as well as the Sarasota Bradenton Airport Police.

As we all strive to balance our budgets against the service demands we have, for the sake of comparison, the City remains open to innovation and creativity which may serve the taxpayer well.

In this vein, for the sake of comparison, I can share with you that the fully accredited Sarasota Bradenton Airport Police employ 13 full time and 5 part-time officers. Their full-time officers' salary rates range from \$38,000 per year to \$48,000 per year. The airport authority payroll is approximately \$1.2 million per year within a total budget of \$1.6 million per year, which includes weekend and holiday public safety coverages.

Should you wish to select a more specialized and cost-effective model, like the specialized public safety forces we work with at the Hospital, Colleges and airport, Chief DiPino has asked me to convey to you that any future public safety employee of the Sarasota County Schools will be welcomed to participate in any of our training modules that would be appropriate. In addition, we can look at our mutual aid agreements and crisis intervention plans to further include coordination and involvement with the County School District.

Thank you for the request for information to further expand the SPD, SRO program in the City. As always, please do not hesitate to contact me if-L can provide you with any additional information or clarifications.

Sincerely,

Thomas W. Barwin

City Manager

cc: Mayor & City Commission

Chief B. DiPino, SPD

						341,477 CURRENT AGREEMENT FOR FY 2017-18 WITH	S/B PAYING 79% OF SRO's AND 25% OF SGT	Amount City Subsidize 197,448 FOR 3 SRO's AND 1 SGT						
		538,925		302,462	39,016	341,477	<u> </u>	197,448	36.64%	63.36%				
		Total City Costs		SRO (3) @ 79%	SGT (1) @ 25%	Charged to S/B		Amount City Subsidize	Total % City Subsidize	Total S/B % Paid				
SGT	85,479	1,239	54,707	1,461	10,062	29	250	20	350	160	220	2,000	25	156,062
SRO	68,465	993	43,817	1,170	10,062	59	250	20	350	160	220	2,000	25	127,621
Fiscal Year	Salary	Medicare	Retiremen	Worker's C	Health	Life	Gun Allow:	L/E Death	Uniform	Dry Cleanii	Medical Ex	Vehicle, M	Business C.	

						937,976 FY 2018-19 WITH THE S/B PAYING 100% OF THE SRO's	AND 50% OF THE SGT AND ADDING 4 ADDITIONAL SRO'S							
		1,013,271		862,680	75,296	937,976		75,296	7.43%	92.57%				
		Total City Costs		SRO (7) @ 100%	SGT (1) @ 50%	Charged to S/B		Amount City Subsidize	Total % City Subsidize	Total S/B % Paid				
SGT	85,479	1,239	48,868	1,829	10,062	59	250	20	350	160	220	2,000	25	150,591
SRO	68,465	993	39,141	1,465	10,062	59	250	20	350	160	220	2,000	25	123,240
Fiscal Year	Salary	Medicare	Retiremen	Worker's C	Health	Life	Gun Allowa	L/E Death	Uniform	Dry Cleanii	Medical Ex	Vehicle, M	Business C.	

Fiscal Year	SRO	SGT			
Salary	68,465	85,479	Total City Costs	1,013,271	
Medicare	993	1,239			
Retiremen	39,141	48,868	SRO (3) @ 79%	292,079	
Worker's C	1,465	1,829	SRO (4) @ 100%	492,960	492,960 FY 2018-19 WITH S/B PAYING 79% OF CURRENT SRO'S (3)
Health	10,062	10,062	SGT (1) @ 25%	37,648	37,648 and 25% OF SGT ALONG WITH 100% OF NEW SRO's (4)
Life		59	Charged to S/B	822,687	
Gun Allowa		250			
L/E Death	50	50	Amount City Subsidize	190,584	
Uniform	350	350	Total % City Subsidize	18.81%	
Dry Cleanir	160	160	Total S/B % Paid	81.19%	
Medical Ex	220	220			
Vehicle, M	2,000	2,000			
Business C	25	25			
1	123,240	150,591			



CITY OF VENICE

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OFFICE OF THE CITY MANAGER

April 9, 2018

Todd Bowden, Ed. D.
Superintendent, Sarasota County Schools
1960 Landings Blvd.
Sarasota, FL 34231

Dear Dr. Bowden:

I received your letter of April 3, 2018 referencing the provision of School Resource Officers (SRO's) for the City of Venice school system. As stated in your letter, the City of Venice and Sarasota County Schools enjoy a successful partnership in the provision of services to our students and community. To that end, we are committed to maintaining and improving a safe and healthy educational environment.

Currently, Sarasota County Schools and the City of Venice share the cost of providing two SRO's to the local school system. Going forward, the City proposes to add a third SRO to further enhance the safety and security of the school environment and to share the cost of the third SRO on a 50-50% basis, as we do for the two current officers.

Thank you for your communication addressing the School Resource Officer program. We look forward to strengthening our partnership in this critically important mission. Please feel free to contact me for additional information.

Respectfully

Edward F. Lavallee City Manager

EFL/jg



FAIRNESS - INTEGRITY - RESPECT - SERVICE

SHERIFF TOM KNIGHT

COLONEL KURT A. HOFFMAN, CHIEF DEPUTY

April 4, 2018

The Honorable Bridget Ziegler, Chairwoman Sarasota County School Board 1960 Landings Blvd. Sarasota, FL 34231 Received

APR 11 2018

Office of Superintendent

Dear Chairwoman Ziegler:

Attached is the school safety agreement for all unincorporated Sarasota County schools for the 2018-2019 school year. This agreement is based on our discussions over the past month. As I am sure you agree, the safety and security of our students is crucial to providing a productive and enjoyable learning environment.

Throughout the past month we discussed the implications of the Marjory Stoneman Douglas Public Safety Act signed into law on March 9, 2018. I presented safety options available to the school district through letters on March 12 and March 14, and on March 21, my office proposed the new SRD2 program which complies with the Act and includes significant cost savings for the school district.

I previously provided the district with estimated costs for the SRD1 and SRD2 programs. These costs have been finalized and are outlined on page 6 of the attached agreement. The SRD1 cost increased slightly due to the updated budget variables we received from Sarasota County Government on March 15 as well as the Florida Retirement System provided by the state. The SRD2 cost decreased slightly from the original amount, which is still less than the budgeted amount the Superintendent provided to my staff.

The sheriff's office is confident in the SRD2 option and we believe our community is well-suited to implement such a progressive program. We have launched the recruiting process to hire, train and assign 14 SRD2s to the 12 unincorporated elementary schools by August 2018. As discussed, the new school safety program will receive continuous evaluation over the next year to determine its sustainability. If we are unable to hire and retain 14 SRD2s, we will fill the vacancies with SRD1s for the 2018-2019 school year. Next spring, my office will determine the continuation of the school safety program.



The Honorable Bridget Ziegler, Chairwoman April 4, 2018 Page 2

In order for my staff to complete our budgeting process to best serve the community's needs, I ask that you make your decision and return the signed agreement to my office no later than May 31, 2018. If there are any questions regarding the agreement, please do not hesitate to contact me.

Sincerely,

Tom Knight, Sheriff Sarasota County, Florida

Attachment

cc: Board Member Jane Goodwin, Vice Chair
Board Member Shirley Brown
Board Member Eric Robinson
Board Member Caroline Zucker
Dr. Todd Bowden, Superintendent
Mr. Jonathon Lewis, Sarasota County Administrator

AGREEMENT BETWEEN

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA And THE SARASOTA COUNTY SHERIFF'S OFFICE For THE SCHOOL SAFETY PROGRAM

	THIS AGREEMENT (h	ereinafter the "	School Safety	/ Program") is made a	and entered i	nto
thic	day of	, 2018,	and is effecti	ve July 1, 2	018 throug	sh June 30, 20)19,
by and	d between THE SCH	OOL BOARD O	F SARASOTA	COUNTY,	FLORIDA,	(hereinafter	the
"Schoo	ol Board") and THE SA	RASOTA COUNT	Y SHERIFF'S O	FFICE, (her	einafter the	e "Sheriff").	

I. Purpose

- A. The School Board and the Sheriff desire to comply with all requirements under the Marjory Stoneman Douglas Public Safety Act.
- B. A School Safety Program has been established for the public school system of Sarasota County, Florida, as hereinafter described.
- C. The School Board and the Sheriff recognize the outstanding benefits of the School Safety Program to the citizens of Sarasota County, Florida, and particularly to the students of the public school system of Sarasota County, Florida.
- D. The School Board and the Sheriff desire to continue to provide law enforcement and related services to the public schools of Sarasota County.
- E. It is in the best interests of the School Board, the Sheriff, and the citizens of Sarasota County to establish this program.

II. Operation of School Safety Program

- A. The Sheriff will exercise complete discretion in the execution and operation of the School Safety Program. All Sheriff employees of the School Safety Program report to and take direction from Sheriff personnel, not employees of the School District.
- B. The Sheriff will take into account the preferences of the School Board, but shall have final say in the assignment of specific employees to specific schools.

- C. The Sheriff reserves the right to substitute deputies in place of SRDs when those SRDs are attending training sessions or are temporarily needed for other Sheriff duties.
- D. The Sheriff shall operate the School Safety Program with Sheriff personnel as follows:
 - 1. <u>Supervisors</u>: The Sheriff shall assign three full-time supervisors (one Lieutenant, two Sergeants) to oversee the School Safety Program.
 - 2. <u>School Resource Deputy Ones (hereinafter "SRD1s")</u>: The Sheriff shall assign eleven full-time SRD1s to the below schools as follows:

Emma E. Booker Elementary School
Booker Middle School
Laurel Middle School
McIntosh Middle School
Sarasota Middle School
Venice Middle School
Riverview High School (2)
Oak Park School
Pine View School
Suncoast Technical College/Suncoast Polytechnical High School

3. <u>School Resource Deputy Twos (hereinafter "SRD2s")</u>: The Sheriff shall assign fourteen SRD2s to the below twelve schools:

Ashton Elementary School
Brentwood Elementary School
Englewood Elementary School
Fruitville Elementary School
Garden Elementary School
Gocio Elementary School
Gulf Gate Elementary School
Lakeview Elementary School
Phillippi Shores Elementary School
Tatum Ridge Elementary School
Taylor Ranch Elementary School
Wilkinson Elementary School

E. Duties

1. <u>Supervisors</u>: Supervisors shall operate out of the Landings School Administration Complex or other School Board facility and shall oversee

all SRD1s and SRD2s in the School Safety Program and perform other assigned tasks including:

- a. Assessing and managing campus safety, serving as a point of contact for the School Board and its designees, and providing supervision, leadership, training, and direction to all SRD1s and SRD2s in the School Safety Program.
- b. Performing scheduled and non-scheduled visits to participating schools.
- c. Serving as a liaison to the Director of Safety, Security, and Emergency Management for the Sarasota County School District and other school district personnel.
- SRD1s: SRD1s shall operate on the assigned school campus and perform tasks as assigned/directed by the Sheriff's School Safety Program Supervisors to include:
 - a. Complying with all requirements under the Marjory Stoneman Douglas Public Safety Act.
 - b. Participation on the Threat Assessment Team.
 - c. Aiding in the development of plans and strategies to maximize safety and minimize risks or threats to campus safety.
 - d. When necessary, conducting formal law enforcement activities with the students such as investigations and interviews. Confidential information obtained pursuant to Chapter 39, Florida State Statutes (proceedings relating to abuse, abandonment, or neglect of children) shall not be disclosed unless required by law, court order, or by the criteria set forth in the Juvenile Justice Information Sharing Agreement.
 - e. Making himself/herself available for conference with students, parents, and faculty members in order to assist them with school safety- and/or law enforcement-related issues.
 - f. Providing referrals for students to local community resources and agencies that provide assistance to youths and their families such as mental health clinics, drug treatment centers, etc.

- g. The SRD1 shall not act as a school disciplinarian. However, if the principal believes a school incident violates the law, the principal may contact the SRD1 and the SRD1 shall then determine whether law enforcement action is appropriate. The SRD1 shall not be used for regularly assigned lunchroom duties, hall monitors, bus duties or other monitoring duties. If there is a problem in one of these areas, the SRD1 may assist the school until the problem is solved.
- 3. <u>SRD2s</u>: SRD2s shall operate on the assigned school campus and perform tasks as assigned/directed by the Sheriff's School Safety Program Supervisors to include:
 - a. Complying with all requirements under the Marjory Stoneman Douglas Public Safety Act.
 - b. Participation on the Threat Assessment Team.
 - Ensuring the safety and security of students, faculty, staff and visitors on the assigned school campus from unwanted persons, threats and active assailants.
 - d. Patrolling the assigned areas of the school grounds so as to deter, detect, report and stop threats to school safety.

F. Hours Worked

- 1. Supervisors and SRD1s
 - a. The Sheriff's School Safety Program Supervisors and SRD1s shall be full-time employees of the Sheriff.
 - b. During the school year, Supervisors and SRD1s shall work full-time hours that are consistent with the School Board's school calendar and school day and best meet the needs of the Sheriff's School Safety Program.
 - c. Supervisors and SRD1s may be temporarily reassigned by the Sheriff during school holidays and vacations, at the discretion of the Sheriff.
 - d. Supervisors and SRD1s who are requested by the School Board to work additional hours on campus for extracurricular purposes

shall be paid by the School Board in accordance with the Sheriff's current established Special Detail procedures.

2. SRD2s

- SRD2s shall be assigned to a school on regular school days during regular school hours, while school is in session, not to exceed 180 days per contract year.
- Training that is required under the Marjory Stoneman Douglas
 Public Safety Act shall be scheduled for times other than the regular school day.
- c. SRD2s who are requested by the School Board to work additional hours on campus for extracurricular purposes during the regular school year shall be paid by the School Board in accordance with the Sheriff's current established Special Detail procedures.

III. Rights and Duties of the School Board

- A. The Director of Safety, Security & Emergency Management shall be in the chain of command of the Superintendent and shall have no authority over Sheriff personnel, but may act as a liaison between the Sheriff's Office via the SRD Supervisors and the School District. No sensitive law enforcement information shall be shared with the Director, as he is not a sworn law enforcement officer.
- B. The School Board shall provide to each SRD1 the following materials and facilities, which are deemed necessary for the performance of the SRD1's duties:
 - 1. Access to an air-conditioned and properly lit private office.
 - 2. A secure location for files and records that can be properly locked and secured.
 - 3. A desk with drawers, a chair, workspace, a filing cabinet, and office supplies.
 - 4. Access to a computer and/or secretarial assistance.

IV. Costs and Payment of the School Safety Program

A. Costs

- 1. <u>Supervisors and SRD1s</u>: The School Board agrees to pay \$\(\frac{1}{558,743.00}\) for the twelve-month period from July 1, 2018 to June 30, 2019.
- 2. <u>SRD2s</u>: The School Board agrees to pay \$\frac{1,105,376.00*}{1,105,376.00*} for the twelve-month period from July 1, 2018 to June 30, 2019.

*Pricing for the SRD2 program is contingent upon the Sheriff's ability to hire, train, and retain 14 SRD2 positions. If it becomes necessary to backfill any SRD2 positions with SRD1s for any period that exceeds 30 calendar days the School Board shall pay the higher SRD1 rate.

B. Payment

- 1. Funds provided by the School Board during the term of this agreement for the total amount of \$\frac{5}{2}\$,664,119.00 for the Sheriff's School Safety Program shall be paid to the Sheriff in 12 equal monthly payments beginning July 1, 2018.
- 2. All fees for the SRD2 program are billed on an <u>annual</u> basis and are due in full beginning on July 1, 2018, but may be paid in 12 equal monthly payments beginning July 1, 2018.

V. Employment Status of School Safety Program Personnel

- A. Supervisors, SRD1s, and SRD2s are employees of the Sheriff and are not employees of the School Board.
- B. The School Board and the Sheriff acknowledge that the Sheriff's Supervisors, SRD1s, and SRD2s take direction from the Sheriff and are responsive to the Sheriff's chain of command.

VI. Termination of Agreement

- A. Either party may terminate this Agreement without cause upon providing written notice sixty (60) days prior to termination.
- B. Should the School Board terminate this Agreement for any reason after July 1, 2018, the School Board shall pay the balance of the current contracted term for the SRD2 portion of this Agreement, with payment due immediately upon termination.
- C. Termination of this Agreement shall only be accomplished as provided herein. In the event this Agreement is terminated, compensation shall promptly be made to the Sheriff for all services performed to the date of termination.

VII. Notices

- A. Any and all notices or any other communication herein required or permitted shall be in writing and shall be served either personally, by facsimile, by email, or by certified mail. Any such notices shall be deemed to have been given upon delivery in the case of personal delivery; upon the first business day following facsimile receipt or email; or three business days after deposit in the United States Mail.
- B. Notice shall be provided to:

Tom Knight, Sheriff Sarasota County Sheriff's Office 6010 Cattleridge Boulevard Sarasota, FL 34232 tom.knight@sarasotasheriff.org

Todd Bowden, Superintendent
The School Board of Sarasota County, Florida
1960 Landings Boulevard
Sarasota, FL 34231
todd.bowden@sarasotacountyschools.net

Copy to the Chair of the School Board

VIII. Non-Assignment

A. This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the School Board and the Sheriff is obtained.

IX. Good Faith

- A. The School Board, the Sheriff, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement.
- B. Unforeseen difficulties or questions will be resolved by negotiation between the School Board and the Sheriff, or their designees.

X. Entire Agreement

A. This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms

- of this document shall be binding unless hereafter made in writing and signed by the party to be charged.
- B. This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized Officers.

SCHOOL BOARD OF SARASOTA COUNTY	SARASOTA COUNTY SHERIFF'S OFFICE
Bridget Ziegler, Chair	Tom Knight, Sheriff
	APPROVED AS TO FORM AND CONTENT BY