

MANAGED SERVICES/INDEPENDENT CONTRACTOR AGREEMENT

This **AGREEMENT** is entered into the _____ day of _____, 2023 by and **BETWEEN FRANK C. RUGGIERO** residing at 5207 Spike Horn Dr. New Port Richey, FL. 34653 hereinafter "the Contractor" and the **CITY OF NEW PORT RICHEY, FLORIDA**, a municipal corporation with offices at 5919 Main St. New Port Richey, FL. 34652, hereinafter "the City".

WHEREAS the City requires managed services in the subject of law enforcement accreditation and desires to engage the services of contractor for a period of twelve (12) months beginning the next business day after execution of this agreement, subject to the termination provisions herein;

WHEREAS The contractor has an extensive background and is qualified as a subject matter expert in law enforcement accreditation and is willing to provide services to the city based on this background; and

WHEREAS the parties do hereby acknowledge and agree that the purpose of this managed services agreement provided by contractor hereunder are to improve the overall administrative and operational functions of the City's police department and to attain and maintain distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation ("FCLA"). The contractor does promise to use his best, good-faith efforts in carrying out the purposes of this Agreement. The services provided by the Contractor under this Agreement are for the sole benefit of the City.

NOW, THEREFORE in consideration of the Agreement hereinafter set forth, the parties do hereby agree to the terms and conditions as follows:

I. Scope of Services: Contractor is hereby engaged to perform managed services for the City in respect to evaluating if the City's police department's current policies, procedures, and all other forms of written directives meet or exceed the minimum standards set forth by the Commission for Florida Law Enforcement Accreditation Program, as well as provide the expertise and services necessary for the City's police department to attain and maintain distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation.

A. The contractor hereby agrees that he shall:

1. Set-Up, populate train and assist with the managing of the Power DMS® web portal, specific to the City's police department, to disseminate and maintain all of the police department's written directives, build, populate and manage an assessment system in accordance with the provisions of the Florida Law Enforcement Accreditation Standard Compliance files to include creation of the required standard compliance files to meet the requirements of the Florida Law Enforcement Accreditation Program in affect at the time of any such assessment by the Commission for Law Enforcement Accreditation;
2. The contractor shall be responsible to create, populate and maintain each standard compliance file within the Power DMS web portal with a copy or copies of all applicable agency directives, copy or copies of any and all supporting documentation, agency records, photographs, etc., necessary to demonstrate compliance with each program standard;
3. Format and highlight each directive and all supporting documentation to illustrate how each directive/documentation is applicable and demonstrates compliance to the individual standard;

4. Perform collection, as necessary, of all required or recommended departmental documentation relevant to demonstrating compliance with program standards;
5. Attend in-person meetings with the City and its representatives to discuss project status, non-compliance issues, departmental issues effecting the project, and/or written directive development purpose and project status;
6. Be alert to changes in accreditation standards, operations, reporting requirements, and other issues which may affect the continuing accredited status of the department;
7. Ensure command staff have fact-based information to make decisions regarding agency policies regarding accreditation standards;
8. Prepare and submit CFA annual agency report;
9. Coordinate agency personnel, activities, records and systems with regards to maintaining accreditation standards, including the establishment of proper documentation demonstrating accreditation compliance;
10. Advise other appropriate individuals of accreditation compliance/non-compliance issues and when necessary, recommend corrective action plans;
11. Be committed to a high standard of the safety regulations and all of the Department's policies and rules and be willing to report safety violations and potential policy violations to appropriate supervisory personnel;
12. Follow and support the mission, values, organizational philosophies, operational principals, code of conduct, and policies and procedures of the Department;
13. Be present for and oversee any and all assessments, either mock assessment as mutually arranged for by the city and the contractor, and/or any on-site assessment scheduled by the Florida Accreditation Office; and
14. Research, develop and assist with the publishing of any revisions to any and all existing policies as approved by the City necessary to meet the standards of the Florida law enforcement accreditation program;
15. Research, develop and assist with the publishing of any and all additional polices as approved by the city, which do not currently exist which would be required to meet the standards of the Florida Law Enforcement Accreditation program;
16. Comply with all applicable city and police department policies regarding the use of city computer equipment and systems, social media and internet usage.

B. The city hereby agrees to provide to the contractor at no-charge the following:

1. An official New Port Richey email account for the purpose of communicating with city employees and officials as well as area law enforcement representatives;

2. A city owned laptop personal computer with Microsoft Office® and Adobe Acrobat Pro® software installed as well as remote access to the police department network with CJIS security two factor authentication network in accordance with the City's Criminal Justice Information Systems policy for the purpose of obtaining any documents, photos, statistical reports, certifications, training records etc. necessary to obtain documentation required to demonstrate compliance with any applicable accreditation standards AND access credentials to the city's police headquarters facilities;
 - a. The contractor possesses and agrees to maintain a current Level 2 Criminal Justice Information Systems (CJIS) Security Awareness certification which currently expires December 9, 2024, a copy of which is annexed as Exhibit A;
3. A cellular air card or other suitable device to provide internet and network connectivity in accordance with the department's information technology and CJIS policies;
4. Acquire and maintain a separate Power DMS web portal administered and managed by the police department and agrees to obtain a sufficient number of user licenses to provide every member of the police department access rights to a level appropriate for their position and that a minimum the contractor and the Deputy Chief shall be provided with Master Administrative rights to Power DMS;
5. Provide the contractor with read access to agency programs and network (i.e., records management systems, etc.) for the sole purpose to search to obtain proofs for accreditation standards; and
6. Access credentials to all areas of the city's police headquarters facility except the property & evidence storage area, armory, and any other areas mutually agreed upon by the parties as inappropriate or unnecessary.

C. The parties agree that the contractor shall publicly represent the city and its police department as the Accreditation Manager at any and all accreditation related events and/or meetings.

II. Compensation: The City shall pay the Contractor the sum of Five Thousand Four Hundred Sixteen and 00/100 Dollars (\$5,416.00) per month for all services performed under the terms hereof, with a total amount not to exceed Sixty-Five Thousand and 00/100 Dollars (\$65,000.00). The contractor shall be allowed to work remotely, but his work will require on site presence at the police facility as needed to facilitate the accreditation process. Travel time to and from the City of New Port Richey from the contractor's residence shall be included in the services provided for the compensation set forth in this section.

All reasonable expenses incurred by the contractor shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

The contractor shall submit monthly progress reports outlining the progress made during the previous thirty (30) day period towards project completion.

III. Limited Services: Contractor has represented to the City that he is able to assist the City and its police department in improving the operational and administrative effectiveness of the City's Police Department and achieve accredited agency status under the provisions of the Commission for Florida Law Enforcement Program. The Contractor assumes no liability for any action(s) by the City, its officers, or employees in

violation of the laws of the State of Florida and/or the policies and procedures of the City's police department approved by the City.

The Contractor expressly agrees not to divulge, publish, or communicate any information regarding the City and or it's police department to any person(s) or entities without the express written consent of the City. All information obtained by the Contractor during this agreement and all suggestions and recommendations made by the Contractor to the City shall remain the proprietary information of the City, and the Contractor shall keep all such information confidential.

IV. Future Managed Services Fees: Notwithstanding the foregoing, in the event that the City engages Contractor at a later time any such future agreements or extensions to this agreement, shall be in writing and substantially in the same form as this agreement.

V. Term: The term of this agreement shall begin on the next business day following execution of this agreement by both parties. This agreement will terminate upon completion of all the services required to be provided by the Contractor under this agreement, or after twelve (12) months, whichever occurs earlier. This agreement shall automatically terminate upon the City's receipt of final notice of accreditation by FCLA. Pursuant to further agreement of the parties, this agreement may be extended for such additional term as agreed upon by the Contractor and approved by the city manager of the City.

VI. Termination: Either party has the right to terminate this agreement upon delivery of written notice of such termination to the opposing party not less than thirty (30) business days in advance of the effective date of termination. In the event of an early termination no refund of any fees will be due unless the termination is for failure of contractor to perform the services provided for above. In the event of early termination by the City, the City shall deliver payment to the Contractor for all services provided by the Contractor in accordance with this agreement through the date of the Contractor's receipt of notice of termination.

VII. Attorney's Fees and Venue: In any pre-litigation, litigation, arbitration, or other proceeding, including appellate fees, by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees and statutory costs.

In any action arising out of this Agreement, the venue and jurisdiction for the proceedings will be in Pasco County, Florida and Florida law will apply.

VIII. Jury Trial Waiver: The parties Hereby waive the right to a jury trial for any action arising out of this agreement whether in tort or contract.

IX. Public Records: Upon request from City's custodian of public records, Contractor shall provide City a copy of any requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Contractor does not transfer the records to City. Upon completion of this Agreement, Contractor shall transfer, at no cost to City, all public records in the possession of Contractor or keep and maintain public records required by City to perform the services provided in this Agreement. If Contractor transfers all public records to City upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 853-1024, MANNSD@CITYOFNEWPORTRICHEY.ORG, AND 5919 MAIN STREET, NEW PORT RICHEY, FLORIDA 34652.

Witness the Signatures of the Parties this the _____ day of _____ 2023.

CITY OF NEW PORT RICHEY, FLORIDA

CONTRACTOR

By: _____
Debbie Manns, City Manager

By: _____
Frank C. Ruggiero, Contractor

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ABOUT THE CONTRACTOR

During my 32 years in Law Enforcement, I have been extensively involved in and supervised Accreditation, Traffic/DUI enforcement, Traffic Homicide Investigations, Patrol, Training, Recruitment, Communications, Code Enforcement, Property/Evidence room, School Resource Officers, Community Policing and Public Information/Relations.

I began my career with the Pasco County Sheriff's Office in 1990 as a Corrections Deputy. I was promoted to Training Officer in 1993.

I left the Sheriff's Office in 1995 and joined the Port Richey Police Department. In 1997 I was promoted to Field Training Officer and Traffic Homicide Lead Investigator. In 1998 I was promoted to Corporal and agency lead training instructor, my duties included supervising the Communications section, Property Evidence room, Training unit, Traffic Homicide Unit and Patrol. I began re-writing our General Order manual and completed it in late 1999, while working towards CFA Accreditation.

In the spring of 2000, I became employed by Pasco Hernando State College to teach at their Public Safety Academy, teaching Law Enforcement, Corrections and Security Guard Classes.

I am certified and taught all High Liability topics (Firearms, Police Pursuit Driving, Defensive Tactics, Medical First Responder and Conducted Electrical Weapons), crowd control, report writing, Officer Safety and Traffic.

In fall of 2000, I left the Port Richey Police Department and began my career with the Tarpon Springs Police Department working as a patrol officer. In 2001, I was assigned to assist with training. In 2002, I was assigned to administration to re-write the entire General Order manual

to comply with Accreditation standards. In 2004, I was assigned as acting patrol supervisor and Traffic Homicide unit supervisor.

In 2005, I was appointed as lead instructor for Traffic Stops and Traffic Crash investigations, at Pasco Hernando State College. I was also selected by the Florida Department of Law Enforcement to assist them with re-writing the traffic and DUI curriculum in Tallahassee later that year.

In 2006, I received officer of the year honors for conducting our agency's first two DUI checkpoints, and assisting Florida Fish and Wildlife Conservation Commission with a Boating Under the Influence task force by training them and assisting with getting their intoxilyzer program back on track, for the Tampa Bay area.

Later on that year our Code Enforcement supervisor, inspector and clerk all retired, so I volunteered to go into the unit to assist with hiring three new employees and training them. In 2007, I had completed all the hiring and training in Code Enforcement and I was promoted to Corporal and placed in training and patrol part time.

In 2009, our School Resource Officer unit supervisor was fired for inappropriate relationships with students and another SRO was placed back on the road for failure to report it, while another SRO also resigned. I volunteered to take this unit over to fix our relationship with the school system. I replaced the entire unit and assigned myself to the high school with a rookie officer and assigned two other veteran officers to cover the middle school and the other to cover our three elementary schools. In 2010, our School Resource Officer unit won best new crime prevention program of the year, from the State of Florida, for the new crime watch program and training we supplied our high school with.

In 2011, when Chief Kochen was appointed as permanent Chief, he informed me that one of his goals was to become an Accredited Agency and appointed me as the Accreditation Manager in 2011. In June of 2013, I was promoted to Sergeant and maintained my position. As Accreditation manager we received our initial accreditation in 2012, first reaccreditation in 2015, second reaccreditation in 2018 with the team leader remarking the assessment as flawless, and our third reaccreditation in 2021. I have been conducting assessments for the Commission of Florida Law Enforcement Accreditation since 2013 and was assigned as a Team Leader in 2016. I became a Certified Accreditation Professional in 2017 and was recertified in 2020. I was appointed as the Training committee chairman in 2017 and held that position until my recent promotion. In 2017 I was also appointed to the Commission of Florida Law Enforcement Accreditation's Standard Review and Interpretations Committee. This committee meets three times a year to review, revise, delete and add standards to the required manuals to obtain and maintain accreditation.

In 2019, I received officer of the year honors for the Tarpon Springs Police Department for my dedication to excellence.

In 2020, I was also named the Assessment Team Leader of the Year by the Commission for Florida Law enforcement Accreditation.

On March 12, 2021, I was promoted to the rank of Major in charge of administration and currently I am still in charge of the Accreditation unit, Recruiting/Hiring , Training unit, THI unit and School Resource Unit while continuing to teach DUI and Traffic Crashes at the Pasco Hernando State College's police academy, Traffic Homicide Investigations for the Florida Public Safety Institute and Several classes for the Florida Police Accreditation Coalition.

RISK MITIGATION

In today's litigiousness society it would be unrealistic to believe that even the most professional law enforcement agency could totally avoid liability claims. The best defense against lawsuits is to have implemented sound policies and procedures that are in line with the best practices of the profession and compliant with current statutes, professional best practices, and court decisions.

A department's written directives are historically one area of law enforcement operations that have a high degree of liability attached thereto as they establish the policies and procedures that the officers must adhere to during the performance of their duties.

When issues of liability are raised during litigation, one of the first areas that the discovery process will focus on is the agency's policies and procedures, and did the involved officers adhere to the agency's established protocols.

FLORIDA ACCREDITATION

Accreditation is a progressive and contemporary way of helping police agencies evaluate and improve their overall performance. It has long been recognized as a means of maintaining the highest standards of professionalism. Accreditation is the certification by an independent reviewing authority that an entity has met specific requirements and prescribed standards. Schools, universities, and hospitals are some of the most well-known organizations that are required to maintain accreditation.

BENEFITS TO THE COMMUNITY

Accreditation increases the law enforcement agency's ability to prevent and control crime through more effective and efficient delivery of law enforcement services to the community it serves.

Accreditation enhances community understanding of the law enforcement agency and its role in the community as well as its goals and objectives. Citizen confidence in the policies and practices of the agency is increased.

Accreditation, in conjunction with the philosophy of community policing, commits the agency to a broad range of programs (such as crime prevention) that directly benefit the public.

Accreditation creates a forum in which police and citizens work together to control and prevent crime. This partnership will help citizens to understand the challenges that confront law enforcement. Law enforcement will, in turn, receive clear direction from the community about its expectations. Thus, a common set of goals and objectives will be arrived at and implemented.

BENEFITS TO THE AGENCY CEO

Increases cooperation and coordination with other law enforcement agencies and other branches of the criminal justice system.

The accreditation process requires an in-depth review of every aspect of the agency's organization, management, operations, and administration to include:

- Establishment of agency goals and objectives with provisions for periodic updating.
- Re-evaluation of whether agency resources are being used in accord with agency goals, objectives, and mission.
- Re-evaluation of agency policies and procedures, especially as documented in the agency's written directive system.
- Correction of internal deficiencies and inefficiencies before they become public problems.
- The opportunity to re-organize without the appearance of personal attacks.

The accreditation standards provide norms against which agency performance can be measured and monitored over time and provides the agency with a continuous flow of Commission distributed information about exemplary policies, procedures, and projects.

Accreditation provides objective measures to justify decisions related to budget requests and personnel policies and may serve as a yardstick to measure the effectiveness of the agency's programs and services. The services provided are defined, and uniformity of service is assured.

Accreditation streamlines operations, providing more consistency and more effective deployment of agency manpower.

BENEFITS TO THE OFFICERS & EMPLOYEES

Accreditation requires that agency policies and procedures be current and in written form and are available to all agency personnel at all times.

Accreditation assures employees that every aspect of the agency's personnel system is in accord with professional standards, and that the system is both fair and equitable.

The agency is compelled to operate within specific guidelines. It is accountable to the Commission. The agency must stay in compliance with the standards set forth by the Commission in order to retain its accreditation.

The morale of the agency is enhanced by increasing the employees' confidence in the effectiveness and efficiency of their own agency. Operations become more streamlined and consistent.

Accreditation standards address officer safety issues and provide for adequate training and equipment of the officers.

Accreditation is a coveted award that symbolizes professionalism, excellence, and competence. Employees will take pride in their agency, knowing that it represents the very best in law enforcement.

PROJECT SCOPE

The contractor proposes to evaluate if the City police department's current policies, procedures, and all other forms of written directives to determine if they meet or exceed the minimum standards set forth by the Commission for Florida Law Enforcement Accreditation Program, AND

- Develop and publish any revisions to any and all existing policies as approved by the City necessary to meet the standards of the Florida law enforcement accreditation program.
- Develop and publish any and all additional policies as approved by the city, which do not currently exist which would be required to meet the standards of the Florida law enforcement accreditation program.
- Set-Up, and populate Power DMS© web portal, specific to the City's police department, to manage disseminate and assist with maintaining all of the police department's written directives, build, populate and manage an assessment system in accordance with the provisions of the Florida Law Enforcement Accreditation Standard Compliance files on to include creation of the required standard compliance files required to meet the requirements of the Florida Law Enforcement Accreditation Program in affect at the time of any such assessment by the Commission for Law Enforcement Accreditation.
- Create and populate each standard compliance file with a copy or copies of all applicable agency directives, copy or copies of any and all supporting documentation, agency records, photographs, etc. necessary to demonstrate compliance with each program standard.
- Create and populate each standard compliance file with a copy or copies of all applicable agency directives, copy or copies of any and all supporting documentation, agency records, photographs, etc. necessary to demonstrate compliance with each program standard.
- Highlight each directive and all supporting documentation to illustrate how each directive/documentation is applicable and demonstrates compliance to the individual standard.
- Perform on-site collection, as necessary of all required or recommended departmental documentation relevant to demonstrating compliance with program standards.
- Attend in-person meetings with the City and its representatives to discuss project status, non-compliance issues, departmental issues effecting the project, and/or written directive development purpose and status.
- Be present and oversee for any and all assessments, either mock assessment as arranged for by the contractor, as well as any on-site assessment scheduled by the Florida Accreditation Office.

- Represent the city and its police department as the accreditation manager and attend any and all meetings and/or training conferences of the Commission for Florida Law Enforcement Accreditation.

PROJECT TIME LINE

It is estimated that this project would take at a minimum 18 months to complete and the agency be accredited under the Commission for Law Enforcement Accreditation program.

The first step towards completing the process is to apply for participation through the Commission. The agency will receive an agreement, along with an invoice for their participation in the accreditation process and software fees. Once the agreement is signed, and it is returned it to the Florida Accreditation office the 24-month self-assessment phase begins the date the Executive Director signs the agreement. Agencies have 24 months to call for an on-site assessment by a team of assessors from the FAO, but may call for an on-site after 12 months.

We will schedule a mock assessment 60-90 days prior to any scheduled assessment. It's the agency's responsibility to arrange for all aspects of the mock, including assessor selection, which will be completed by the contractor.

CONCLUSION

I look forward to working with the City of New Port Richey, Chief Kochen, his command staff as well as City Manager Debbie Manns. I am confident that together we can rise to the challenges ahead of us and achieve our goal of seeing "Accredited Agency" decals adorning all the assets of the New Port Richey Police Department.,

If you have questions on this proposal, feel free to contact me at your convenience by email at thiwings2002@gmail.com or by phone at 727-364-9473. I look forward to hearing from you to arrange a follow-up to this proposal, if needed.

Thank you for your consideration,

Frank Ruggiero

EXHIBIT B CONTRACTORS CJIS CERTIFICATION

Certificate of Achievement

Awarded to

FRANK C. RUGGIERO

For Successful Completion of

FCIC/NCIC Limited Access Certification


Presented by the

Florida Department of Law Enforcement

on

This certification expires two years from the date of issuance.





Robin Sparkman, Director
Criminal Justice Information Services

