



CITY OF NORTH PORT PROCUREMENT FORM COMPETITIVE EXEMPTIONS

☒ **Single Purchase** (For current FY) ☐ **Change Order** ☐ **Amendment**

☐ **Blanket Purchase** (Ongoing purchases for current FY)

DEPARTMENT/DIVISION Police

NAME OF REQUESTOR Rachel Birkett

Sections 2-403 of the City of North Port Procurement Code states that certain procurements shall not be subject to competitive requirements in the judgment of the Procurement Official.

A. Please describe all products and/or services to be procured under this exemption: Consulting
services during annual audit. Review of policies and procedures as well as instructing
staff.

B. Vendor Information

Vendor Name: RRB Systems

Address: 3057 Tipperary Dr. Tallahassee, FL 32309

Contact: Roy Bedard Phone: 850-980-7729 Email: sales@rrbsystems.com

Will the Vendor accept Visa Card/E-Payables for this transaction: ☒ yes ☐ no

Is there an additional fee charged for credit card payments? ☒ yes ☐ no

- If yes, complete and attach the Visa Purchase Request Form, if applicable.

C. Briefly explain why it is in the best interest of the City to exempt this procurement from competition:
(If additional space is needed, please attached separate memo)

See attached memo.

D. Please provide the amount of the purchase for this product or service: \$ 15,000

Account # 001-2100-521-31-00 Project # N/A

Account # _____ Project # _____

Please provide the estimated fiscal year expenditure for this product or service: \$ _____



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E. Please select one of the following:

- ☐ **Piggyback** (Departments may utilize another municipality, county, or other governmental agency contract). The requesting department must provide the following documentation: copy of the solicitation and addendum, tabsheet/price-sheet, vendor submittal, entity approval (either stated in the solicitation or letter from vendor) agenda approval and contract as back-up documentation. Purchasing may request additional information if needed.

Name of Entity: _____ Contract Number: _____

Start Date: _____ End Date: _____

Is a fee required to utilize this contract? ☐ Yes ☐ No If yes, how much? _____

☐ Vendor-Paid ☐ City-Paid

- ☐ **State of Florida Contract:** The requesting department must provide the following documentation: copy of the tab sheet/price sheet, agenda approval and contract ***Further price negotiations may be conducted with state-awarded vendor per F.S. 287.056(2)***

Number : _____ Name/Category: _____

Start Date: _____ End Date: _____

- ☐ **Florida Sheriff's Association Bid:** The requesting department must provide the following documentation: copy of the tab sheet/price sheet, agenda approval and contract

Number : _____ Name/Category: _____

Start Date: _____ End Date: _____

- ☐ **Joint Cooperative:** The requesting department must provide the following documentation: copy of the solicitation and addendum, tab sheet/price sheet, vendor submittal, agenda approval and contract

Lead Entity: _____ Contract Number: _____

Start Date: _____ End Date: _____

- ☐ **Code Exemption* (Specify):** _____

*For list of exemptions, see page 3



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Sec. 2-403. - Exemptions.

- (a) (2) Procurement contracts between the city and nonprofit organizations, other governments or other public entities.
- (3) Procurement of:
- a. Dues and memberships in trade and professional organizations.
 - b. Subscriptions for periodicals, books, maps or training videos.
 - c. Real property, real estate brokering, or appraising.
 - d. Abstract of titles for real property; title insurance.
 - e. Works of art for public display or artistic services.
 - f. Advertising.
 - g. Medical, dental and other medically related services performed by a health care professional.
 - h. Room or board for social service clients.
 - i. Room and board for employees on city business.
 - j. Funeral related services.
 - k. Water, sewer, electrical, cable television or other utility services.
 - l. Personnel, including but not limited to part-time or temporary services.
 - m. Academic program reviews or lectures by individuals.
 - n. Auditing services and financial services.
 - o. Legal services.
 - p. Social services.
 - q. Lobbying services.
 - r. Goods, materials and equipment whose cost has been incorporated as part of a competitively bid project.

☒ Other Exemption (not specified by code): Please see attached memo

Please see attached memo

(If additional space is needed, please attach separate memo)

Requesting Department Director's Signature: [Signature] Date: 12-20-16

Procurement Manager's Approval: _____ Date: _____

Finance Director's Approval (If applicable): _____ Date: _____

City Manager's Approval (If applicable): _____ Date: _____

Commission Meeting Date (if applicable): _____

Vendor Tracking:

YTD Dept Exp. (Inclusive): \$ _____

To be completed by Purchasing:

YTD City Wide Exp. (Inclusive): \$ _____



"Providing for a safe community"

Department Memorandum

TO: Purchasing

FROM: Inspector W. Michael Koval #330

DATE: 11/30/2016

SUBJECT: Third party consulting

I was tasked to complete a project identifying professional consultants in the law enforcement field to contract as an independent expert to audit The North Port Police Department completed use of force, TASER, vehicle pursuits, and K9 deployment incidents, review police policy and the training program. The auditor would make recommendations to the Chief of Police for any changes necessary to keep the police department cutting edge and reduce liability for the department and the city.

I looked for individuals who had extensive backgrounds in testifying in federal court as an expert witness and would be available to represent the North Port Police Department and City in court and depositions, if needed. After lengthy research and telephone conversations; six respondents provided resumes, references, pricing, and acknowledged that they were willing to perform the audits as outlined by Chief Vespia and who would be willing to perform the audits on an annual basis.

Of the six applicants, only three had comparable credentials. Michael Levine, Andrew Scott, and Roy Bedard. Chuck Drago DBA DFC Consulting would not be available for court or depositions.

W.D. Libby, DBA W.D. Libby consulting, told me that as a deputy sheriff, part of his agreement with the Sheriff to be able to operate a consulting firm as well as remain a deputy was that he would not take cases in this area.

Ivan Rodriguez DBA L&E Security told me that he would not be able to testify in court or be available for depositions because of his Miami base of operations.

Michael Levine, DBA Michael Levine Consulting wanted paid \$150.00 an hour, plus motel, travel, and dining stipend. Levine also asked for an additional \$250 an hour to consult on any special cases or pending litigation. He would not estimate how many hours it would take him to conduct the audits or if he would be willing to be retained on an annual basis.

Andrew Scott of AJS Consulting LLC met all the requirements and was a reasonable selection based upon costs but two things negated him being selected. He twice declined to drive to North Port and to meet with Chief Vespia to discuss the details of the position, the audits, and what we would like accomplished. Second, he stated that he would like us to bundle up all of our reports, policies, and any cases and send them to him to review at his office on the other coast. This was prohibitive and an additional cost. He said he would be willing to come to North port only if it was critical or emergency.

Roy Bedard has the most impressive resume and background of all the applicants. He wrote the FDLE (Florida Department of Law Enforcement) high liability Training curriculum taught at all the academies. He is an expert witness and has testified in local, state, circuit, and federal courts. He is a trainer in high liability and has taught worldwide including other country's police forces. Bedard is considered an expert in Use of Force. Bedard also has impressive references including the Charlotte Sheriff's Office where he has performed consulting services. Bedard not only agreed to drive from Tallahassee to North Port to meet with us, he planned on driving down amidst a hurricane. He did come down the following week and met with us. He not only answered all of Chief Vespia's questions but agreed to all of the tasks outlined. Additionally, he volunteered at no additional cost to meet with our Training Officers, review the training curriculum, and attend some of our training classes to offer any assistance and insight into how to better provide training. He also volunteered to teach some classes for us.

I hope that this adequately explains why Roy Bedard was selected for this contract.

	Roy Bedard RRB	Chuck Drago DPC Inc.	Michael Levine Michael Levine Consulting	W.D. Libby W.D. Libby Consulting	Ivan Rodriguez LE& Security Consulting	Andrew Scott AJS Consulting LLC
Expert Witness	✓	✓	✓		✓	✓
References available	✓	✓	✓		✓	✓
Available for Court /Depositions	✓		✓	✓		✓
Hourly Rate	\$300.00	Not quoted	\$150 plus expenses	\$350 Hr.	N/A	\$250 Hr.
Annual Rate	\$15,000.00	\$2750.0	Based on hourly	\$300 Hr.	\$10,500.00	\$12,000.00*
Consult on request	\$300 Hr.	Not quoted	\$250 per hour	\$300 Hr.	\$1500 per day	\$300 Hr.
Retainer Required	None quoted	None quoted	None quoted	\$3000	50% /40%/10%	\$3500

***Subsequent years the price drops to \$6000**

8. Proposed Pricing

VARIABLE MODEL SELECTION:

Products and services offered by Roy Bedard can be contracted for hire or purchased through RRB Systems International. Contracting services may include a mix of for hire services along with corporate licensing of existing products.

The client may select among a menu of products and services, the best business relationship to accomplish corporate objectives.

- **Annual Continuous Oversight:** Roy Bedard can be held on retainer and utilized throughout the year to advise and consult members of North Port police department in use of force and defensive tactics. Under this relationship Mr. Bedard is responsive to requests immediately. This will include review of quarterly and/or annual use of force records, use of force seminars, training sessions, course development, expert witness services, responses to media, policy review and recommendations. This is a passive position in which Mr. Bedard is strictly reactive to agency requests and requirements. Hours are recorded as work is performed. Due to the nature of annual continuous oversight, a fee retainer is required.

FEE: \$15,000 includes 100 hours. Additional hours are billed per hour at \$150.00

- **Work-for-hire:** Roy Bedard is available in a work-for-hire contractual basis. Work may include course development, material production and hands on application of training services. Specific products and services requested will be negotiated on an as needed basis based upon projected time and necessary resources. All products developed under this model will be owned by North Point Police Department. Anticipated products might include training manuals, videos, examinations, certificates, certification cards, etc. Services provided under this relationship might include user courses, Instructor courses, train-the-trainer courses, etc.

FEE: \$300.00 per hour. Project hours are defined previous to agreement.

- **Consultation:** Roy Bedard is available to consult to North Point Police Department upon request. This model is based upon an hourly fee. Any additional resources needed to carry out specific requirements are managed and paid for by North Port Police Department. Examples of consultation might include policy review, policy development, instructor mentorship program, expert witness services, etc.

FEE \$300.00 per hour. Billable upon an hourly basis.



Fee Schedule – Addendum A

All hours are billed to the closest tenth of an hour. All hours are billed monthly, payable net 30 days.

Retainer:

\$3000 nonrefundable retainer. This retainer is used to offset up to the first ten hours of work for Client.

Reports:

\$300 per hour.

Review and Research:

\$300 per hour.

Depositions, Trials and Arbitration Hearings:

\$300 per hour.

Conferences:

\$300 per hour.

Local Travel:

All time spent traveling to depositions, arbitration hearings, Client meetings, and court **within fifty (50) miles of W. D. Libby Consulting, Incorporated's place of business will not be charged to Client.** Consultant will bill at \$300 per hour upon arrival at the foregoing and cease billing upon leaving.

Extended Travel:

All time spent traveling to depositions, arbitration hearings, Client meetings, and court **greater than fifty (50) miles from W. D. Libby Consulting, Incorporated's place of business is at the expense of Client.** Extended travel is billed at per hour portal to portal (up to a maximum of 10 hours per day). In addition, Client is billed the actual travel costs per the following: Motor Vehicle, \$.50/mile; Air Travel less than three (3) hours in duration, cost of an economy ticket as chosen by Consultant; Air Travel greater than three (3) hours in duration (cumulative), cost of a business class ticket as chosen by Consultant; Overnight Accommodations, actual cost of hotel stay as booked by Consultant; Meals, billed as fifty dollars (\$50) per diem (including partial day).

Office Expenses:

Consultant does not charge Client for the cost of normal office expenses with the exception of graphic design and exhibit presentations for court. Client shall compensate Consultant the actual cost for time spent preparing graphics or exhibits at the rate of **one hundred dollars (\$100.00)** per hour. In the event that Consultant outsources the preparation of graphics or exhibits, Client shall reimburse Consultant for the actual cost of the services.

M I C H A E L L E V I N E
TRIAL - CONSULTING - SECURITY

FEE SCHEDULE AND RETAINER AGREEMENT
REDUCED RATE FOR CJA , MUNICIPALITIES & PUBLIC DEFENDERS

Re: US v Maria Leticia Gurrola-Ortega

I agree to be retained and perform the duties as an expert witness and/or trial consultant and/or private investigator and/or investigative consultant in the above-cited case (or matter) and warrant that my expertise is as reflected in my CV already furnished you.

My fee schedule is as follows:

1. \$150 per hour for the following services:
preparation of Expert Witness Reports and/or affidavits;
preparation of Q&A sheets for direct, cross and depositions; all research, review, report writing, investigations and consultation. This does not include telephone charges, fax and mail expenses which will be billed separately.
2. \$250 per hour for courtroom testimony and prep time with attorney in person and/or on site consultation, including travel time to and from.
3. Any day or portion thereof spent out-of-town (outside the greater New York City Metropolitan area) for trial preparation and/or testimony and/or deposition, and/or investigations related thereto are billed for the minimum full eight hours. (\$2000). This includes all travel time, beginning with departure from residence ending with return to residence.
4. Travel expenses, airline tickets, car rental, meals & hotel (if applicable) are to be reimbursed separately and in addition to fees for services.

I will furnish the court with a complete hourly accounting of all work done and a detailed accounting of all expenses.

No work will be begun in this matter prior to receiving court authorization of fees.

I have read the above fee schedule and retainer agreement and agree to its terms.

Michael Levine

Authorized Signature

P.O. Box 533
Stone Ridge
New York 12484
Tel 845-687-9642
Fax 845-687-4916
Cell: 845-430-3930

DPC DRAGO PROFESSIONAL CONSULTANTS LLC

Police Practices Consulting and Litigation Support

Scope of Work:

1. Ascertain department needs through discussion with department representative
2. Receive copies of all Use of Force Reports for the year (via mail)
3. Receive copies of all relevant police department policies
4. Carefully review all Use of Force Reports
5. Analyze the Use of Force Reports and compare with nationally accepted practices and Northport Police Department Policies.
6. Prepare a written report to the Chief of Police
7. Address any inconsistencies in the use of force reports.
8. Make recommendations regarding inconsistencies.
9. Make recommendations regarding department policies.
10. Make recommendations regarding Use of Force reporting procedures.
11. Make recommendations regarding training needs identified in Use of Force Reports.
12. Make recommendations regarding complaint process.
13. Make recommendations regarding supervision as it relates to Use of Force practices.
14. Identify any areas of potential civil liability.
15. Date of Work submittal: (To be decided)
16. Travel to Northport Police Department to present oral report to the Chief of Police

COST:

\$2,750.00

PROPOSED SCOPE OF SERVICES

Organizational Assessment of the North Port Police Department's (NPPD)

Use of Force Reporting System

By

Law Enforcement & Security Consulting, LLC

Law Enforcement & Security Consulting (LESEC) will conduct a thorough review and evaluation of the North Port Police Department's (NPPD) policy and procedures, use of force reporting, training curricula, and investigations related to use of force.

The review will include:

- North Port Police Department's Policies, Procedures, and Directive to include Use of Force policy and procedures
- Use of force reporting
- Data collection, review and analysis of approximately 65 Use of Force Reports, Arrest Forms, Offense Incident Forms, and any other documents related to the incident.
- Investigations resulting from a use of force claim
- Disposition of the investigation
- In-service training, to include lesson plans

LESEC will identify positive aspects of existing policies and practices.

LESEC will identify areas that need improvement.

LESEC will conduct an on-site assessment.

LESEC will compile a draft report of findings for review and comment by the NPPD.

LESEC will submit final report.

Requirement of the North Port Police Department

Once LESEC is approved to conduct this study, NPPD will provide LESEC with contact information of key personnel that can respond to detailed document, data and information requests.

Copies of NPPD Policies, Procedures, and Directives, Use of Force Reports and other documents need to be sent electronically or mailed in order to conduct this review efficiently.

Cost and Expenses

The fee for this scope of work is \$10,500.00 inclusive of two days of on-site visits for assessment of operations.

If additional site visits are required, the additional fee is \$1,500.00 per day.

The project would be billed in three installments: 50% upon signing of contract; 40% with delivery of the draft report; 10% with delivery of the final report. Following delivery of the draft report, the NPPD will have 15 days to review and provide comments. The final report will be delivered within 30 days after receipt of comments.

William Michael Koval

From: ascott@ajspoliceconsulting.com
Sent: Thursday, March 31, 2016 10:37 PM
To: William Michael Koval
Subject: RE: SoVi Digital Lead - Home Page Contact Us Lead
Attachments: Andrew's Curriculum Vitae -2.doc; Testimony List.doc; Fee Schedule.doc

Good Evening Inspector Koval;

It was a pleasure speaking with you this afternoon.

I have attached my C.V. and my testimony list for your to review. I also attached my usual fee schedule I charge my attorney clients, but the fee schedule is not applicable for the upcoming proposal.

I have be qualified in both federal and state courts throughout the country, including Florida, as an expert in police practices and procedures to include use of force practices and procedures.

I am capable of reviewing your relevant policies and assess if they are in compliance with case law on a state and federal court basis.

I am able to review your respective use of force incidents and provide an analysis of the use of force for each incident and if it was appropriate or not and did it complied with relevant case law, from a police practices and procedures perspective.

I am not an attorney and I cannot provide any legal advise, nor will I. However I can provide you with my opinions, based upon my vast experience in law enforcement and as a police practices and procedures expert.

Remember, any written communication by my office to a public entity in the state of Florida is not confidential based upon any client relationship.

After consideration of the project, an initial review of the agency's policies, use of force reports, analysis, and suggested recommendations will cost \$12,000.00

I am willing to visit the police department, should the chief require it. The only additional cost would be for travel expenses and lodging if necessary, in addition to the quoted price.

Subsequent annual reviews would cost \$6,000.00 a year.

As I mentioned to you today, should you hire a law firm to conduct the analysis, all communication would remain confidential and would not be subject to public records scrutiny.

I will provide a more formal proposal tomorrow.

Andy

Sincerely,

Andrew J. Scott, III
President
AJS Consulting, LLC