



**Center for
Public Safety
Excellence**

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The Center Presents a Proposal

To the

**Fort Lauderdale Fire-Rescue
528 NW 2nd Street
Fort Lauderdale, Florida 33311
(954) 828-6800**

**Robert F. Hoecherl
Interim Fire Chief**

For a

Total Self Assessment Facilitation

August 6, 2013



City of Fort Lauderdale Fire-Rescue, Florida

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Overview

The Center for Public Safety Excellence, Inc. (hereinafter referred to as "the Center") is a non-profit 501(c)(3) corporation with a mission to promote excellence within the fire service through continuous quality improvement. The **Center** achieves this mission through a variety of mediums including two distinct programs offering agency accreditation and chief fire officer designation, as well as other projects that enhance training, quality, and information available to fire and emergency service agencies and their personnel.

The Center and their Board of Directors promotes and awards accreditation to fire service agencies throughout the world, when the established criteria and standards have been met or exceeded. The Center realizes that not every agency which enters the self assessment process will follow it to completion for an award as an Accredited Agency. The underlying goal of the self assessment process has been to professionalize and empower the fire service in their constant advance toward improvement. The Center promotes the belief that any agency participating in this accreditation process will benefit, whether or not the specific fire service agency actually achieves the award of accreditation.

The Center and its corporate Board of Directors heard the concerns of the Fire Service and responded with a new program designed to assist fire service agencies in facilitating improvement mechanisms and processes that could lead to a more involved and comprehensive self assessment process. Many agencies lack the resources, or need additional contact with professionals who can help them resolve the complicated or confusing issues facing today's fire service. As a result, the **Technical Advisor Program** was created by the Board in the fall of 2005 to facilitate continuous improvement and provide assistance to fire service agencies.

The purpose of the Technical Advisor Program is to coach, guide and facilitate the self assessment process and/or specific internal programs. Fire service agencies who desire to improve their ability in measuring and improving their organization may benefit from the services offered by the Technical Advisor Program. One of the many projects offered under the Technical Advisor Program is to assist an agency in initiating and progressing through the self assessment process.



The Center's Technical Advisor Program – Self Assessment Facilitation has been designed to assist fire service agencies, in:

- The agency's accreditation self assessment process;
- Analyzing existing programs in accordance with the Center's Commission on Fire Accreditation International (CFAI) established criteria;
- Providing recommendations toward resolving identified issues;
- Facilitating training and planning sessions, and;
- Providing or recommending additional education and professional development.

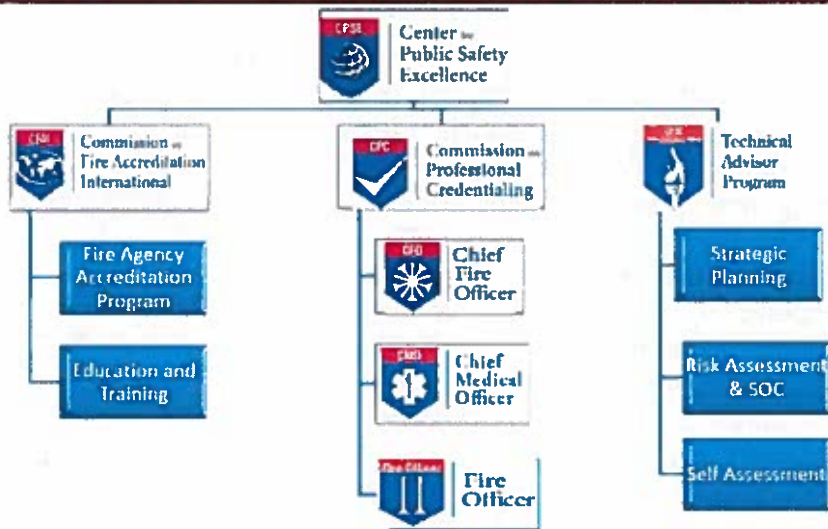
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CPSE ORGANIZATIONAL CHART





Project Philosophy

The purpose of the **Center's Technical Advisor Program** is to coach, mentor, guide, and assist fire service agencies. This proposal for a **Total Self Assessment Facilitation** outlines the assistance that can be provided to the fire service agency toward achieving their goal of conducting a comprehensive review and evaluation of their organization.

Most fire service agencies desire a process that allows them to identify exactly how well they are able to meet the community's needs and expectations for emergency services delivery; however some fire service agencies lack the dedicated resources; understanding and/or clear direction toward accomplishing this process. An effective self assessment process affords an organization's employees the opportunity to become involved and participate, enhances teamwork and cooperation, and provides a basis for measuring organizational performance. The planning element of the self assessment process becomes the instrument for managing and tracking progress. A comprehensive self assessment, guided by experienced facilitation and executed by the fire service agency's committed personnel, will ultimately translate into improved effectiveness, efficiency and better quality of services being delivered.

"It's one thing to quickly conclude that you are doing the right things. It's another thing to find out if you are doing right things. right."

*Retired Chief
Martel Thompson*

It has been the Center for Public Safety Excellence's experience that the most successful self assessment efforts have involved members from all ranks and positions within a fire service agency. The Center's self assessment model's process focuses on identifying systems and resources available to provide emergency services; measuring the effectiveness of each service delivery program and developing plans for continuous improvement. Unlike traditional agency evaluation processes performed by third party consultants, the Center's self assessment process requires the fire service agency to become the experts in determining baseline performance and developing benchmarks for future performance.



Project Approach

It is important to understand that there are a number of benefits to be realized in conducting the Center's self assessment model's process for a fire and emergency service agency. These benefits provide for practical, day-to-day organizational improvements, and include:

- The promotion of excellence within a fire/emergency service organization;
- Encouraging quality improvement through a continuous self assessment process;
- Providing related assurance to peers and the public that the organization has defined a mission and related objectives that will result in improving organizational performance;
- Providing a detailed evaluation of the fire service agency and the services provided to the community;
- Identifying areas of strength and weakness within the fire service agency;
- A methodology for supporting positive programs, services and resources, and for addressing deficiencies;
- Providing for organizational growth;
- Providing a forum for the communication of management and leadership philosophies as well as facilitating input and cooperation from labor;
- A system for international recognition for the fire service agency;
- A mechanism for developing concurrent documents, such as strategic and operational plans, a risk assessment study, written standards of cover policies, and a "desktop manual" on everything the fire service agency is involved in [often referred to as a turnover/takeover document for a new chief executive officer (CEO)]; and,
- Fostering pride in an organization, from fire service agency members, community leaders and citizens.

The Center for Public Safety Excellence's approach to facilitating the self assessment process is to incorporate a wide variety of tools, instruments, and methodologies that have been developed specifically for the Center's self assessment process. The key to success is:

- Involvement by all stakeholders;
- The ability of the fire service agency to articulate the needs of the community and organization in the form of a plan; and,
- The fire service agency's implementation of the all developed plans' decisions and findings.



Through the Center's self assessment process, a systematic evaluation can be accomplished to determine what is happening within a fire service agency, focusing on whether or not the organization is meeting the goals that are commensurate with its responsibility. In today's world of government accountability, where the focus is on re-imagining, measuring, benchmarking, consolidation, reduction, and analysis, we must continue to ask if there is value added in the actions taken within our organizations.

The Center's self assessment process is a proven model that assists fire and emergency service professionals in continually improving the quality and performance of their organizations. This is accomplished through critical analysis to determine if the programs and services within the organization are effective in meeting the needs of their community while providing for a safe work environment for fire service agency members.

There are four (4) major reasons why conducting an in-depth evaluation of fire and emergency service agencies is critical today:

1. To cope with change;
2. To provide for periodic organizational evaluations to ensure safe operations (work environment), effectiveness (outcomes) and efficiency (cost);
3. To provide for continuity when there is an organizational change in leadership – whether it be the fire chief, city/county manager or key elected officials; and
4. To raise the level of performance and professionalism within the organization and ultimately within the fire service profession.

The self assessment process will assist the Chief Fire Officer (CFO) in answering three (3) basic questions:

1. Is the organization effective?
2. Are the goals, objectives and mission of the organization being achieved?
3. What are the reasons for the success of the organization?

The goals and objectives that guide the Center's self assessment process are that it must:

- Be applicable across the broad spectrum of the fire service;
- Have a degree of rigor, or it will be meaningless;
- Be contemporary, not revolutionary;
- Have the ability to change over time;
- Be achievable;
- Provide for a comprehensive organizational evaluation;
- Not be completely self-serving for the fire and emergency services; and
- Be a practical management tool for fire and emergency services.



The Center for Public Safety Excellence's Technical Advisor Program is offering this Total Self Assessment Facilitation proposal to the City of Fort Lauderdale Fire-Rescue, Florida to assist the agency in becoming goal-directed, future-oriented, well organized, properly equipped, properly staffed and trained. Each of these objectives is critical if the organization is to meet the needs of its community and provide for a methodology to continually evaluate and improve their services.



Project Methodology

The basic principle behind the Center's Technical Advisor Program in offering this Self Assessment Facilitation proposal to the City of Fort Lauderdale Fire-Rescue, Florida is to assist the agency in focusing their efforts and resources in a logical and responsible manner based on the Center's self assessment model.

The act of determining who the agency is; where they are currently at and where they want to be in the future, must first be accomplished. The purpose of a **Strategic Plan** is to identify and provide a process that envisions the future through accomplishing organizational visions. A good strategic planning process affords stakeholders the opportunity to become involved and participate, enhances teamwork and cooperation, and provides a basis for measuring performance. Goals, measurable objectives, performance measurements, and action plans become instruments for managing and tracking resources and progress. A well crafted strategic plan, guided by good management, and executed by committed personnel will ultimately translate to improved effectiveness, efficiency, and better quality of services being delivered.

The Center's experience has shown that the most successful strategic planning efforts involve both internal and external stakeholders (customers). The process focuses on customer needs and is driven by the central theme of "*What is in the best interest of the citizens served.*" Unlike traditional master planning processes, the strategic planning process is designed to focus on the internal and external customers, evaluates needs, and identifies issues from the stakeholders up rather than the mission statement down.

When the Strategic Plan is in place, the agency should conduct an analysis to aid with the development of an effective **Community Risk-Standards of Cover document**. The results of this analysis are of critical importance to many different areas of the Center's Self Assessment process. Upon conclusion of this process, the agency is able to announce their response and performance expectations to all facets of risk within their community.

Completion of the CFAI **Self Assessment process** allows the agency the ability to define all areas of service delivery (internal and external). The process also appraises each service delivery component in accordance with international performance indicators and assists in developing plans for improvement.



CPSE Preparation - Great importance is placed on thorough preparation for the Total Self Assessment Facilitation. The Center's ultimate success will result in a satisfied client whose expectations are fully met in the completion of their self assessment process. The Center's preparation includes refinement of this proposed work plan and establishing a clear understanding between the contracted fire service agency and the Center's Technical Advisor Program's project team. The Center's approach to performing this facilitation of a self assessment process reflects an understanding of the fire service agency's desire to complete a self assessment in accordance with the Center's established self assessment model, as described in the latest edition of the *Fire and Emergency Service Self Assessment Manual*. The key elements of the Center's approach include:

- A clear comprehension of the project background, goals and objectives, and the complex issues that must be addressed;
- A work plan that is comprehensive, well designed and practical;
- Sufficient resources and a commitment to successfully complete the self assessment facilitation within the desired time frame and at a specified cost.

Fire Service Agency Preparation - It is critical that the self assessment process be communicated and sold to internal and external members and stakeholders. Information and education must be disseminated relative to the process, expectations, participation, involvement, and the overall importance of the self assessment process. This is the first step in future teambuilding. Early dialogue and communication will also motivate groups to discuss many aspects of the organization and service delivery that may act as input to the process. The agency must be prepared to commit sufficient personnel and resources to complete this project in a reasonable time frame agreed to by both parties of this proposal.

Entrance Conference (Executive Orientation) – The Center anticipates beginning this project with an information exchange meeting conducted by the CPSE Project Manager and one Technical Advisor. Fort Lauderdale Fire-Rescue should have representatives of the authority having jurisdiction and other personnel that may be involved in the self assessment process, and who may benefit from this informative session. Topics of discussion would include:

- An overview of the Center's Technical Advisor Program and the Self Assessment Facilitation Program
 - Program purpose
 - Goals and objectives of the program



- Expectations of the Center's project team
- Requirements of contracted fire service agency
- Key benefits of the facilitation
- Prospective timelines
- The importance of the self assessment process to the organization, its members, and the community
- An overview of the self assessment process, approach, methodology, and timelines
 - Mutual interest expressed
 - Meet and discuss proposal of services
 - Written agreement (responsibilities and expectations)
 - Center's project team assigned
 - Jurisdictional preparations for on-site visit by Center's self assessment facilitation project team
 - Jurisdictional task force or working group assigned
 - Instructional presentations
 - Preparations for Strategic Plan development
 - Notification given to internal and external stakeholders so that preparation of documents can be accomplished in advance of scheduled on-site review by Center's facilitation project team
 - Communication channels for the exchange of information
 - Evaluation process
 - Development of written document by Category, as defined by the latest edition of the CPSE/CFAI *Fire and Emergency Service Self Assessment Manual*
 - CPSE Accreditation Project Team review of the agency's self assessment document approximately midway through the process and of the final document
- Critical dates and timeline of completion, and
- Question and answer session to ensure participants are comfortable with the self assessment process, their roles, duties and assignments.

Practical Solutions – It is the Center's ultimate goal to provide the authority having jurisdiction with a management tool that can be used now and in the future to improve the efficiency and effectiveness of emergency services and related support programs. Thus, the Center's approach will concentrate on developing practical recommendations with maintenance service required by the contracted fire service agency.



Project Coordination and Management - A meaningful self assessment document requires special efforts to ensure that all functions receive adequate levels of appraisal, that members of the fire service agency's task force or working group do not duplicate each other's work, and that their findings and recommendations are thoroughly coordinated. The Center has found that the keys to ensuring that all of these actions are accomplished include:

- The development and adherence to a self assessment facilitation work plan complete with timelines and due dates;
- Clearly assigned task force or working group assignments in terms of activities and products within the fire service agency; and
- Frequent communication with the organization's Chief Fire Officer (CFO) to explore tentative findings.



Scope of Work

The Center for Public Safety Excellence, Inc. (CPSE) will initiate the Total Self Assessment Facilitation for the City of Fort Lauderdale Fire-Rescue, Florida with the following objectives.

Objective No. 1: Executive Project Orientation

The Technical Advisor Program Coordinator will meet by web conference with the Chief Fire Officer (CFO) and any other members of the agency necessary to discuss each objective; its outcomes and planning components. The result of this discussion will be the agreed upon work plan. Critical tasks for this objective include:

1. Overview of each objective;
2. Identification of External Stakeholders for Strategic Planning;
3. Identification of Internal Stakeholders of Strategic Planning;
4. Identification of resource needs for each objective;
5. Identification of Category Managers;
6. Overview of SharePoint software program;
7. Development of agreed upon work plan; and
8. Written invitation of all participants for their appropriate session(s).

Completion of Objective #1 is estimated at one month.

Objective No. 2: External Stakeholders (Community) Input

One technical advisor will facilitate a public meeting with selected external stakeholders towards developing a community-driven strategic plan. Critical tasks for this objective include:

1. Determine external stakeholder priorities of service delivery;
2. Determine external stakeholder expectations; and
3. Receive external stakeholder input on positive and correctional issues.

Completion of this Objective #2 is estimated at one day for this meeting and data processing.



Objective No. 3: Internal Stakeholder (Employees) Work Session

Two technical advisors will facilitate a three-day (20-24 hour) work session with selected internal stakeholders towards developing a community-driven strategic plan. Critical tasks for this objective include:

1. Review input from External Stakeholders;
2. Develop, Revise or Update the Mission Statement;
3. Develop, Revise or Update the Value Statements;
4. Conduct S.W.O.T. Analysis;
5. Identify Critical Issues and Service Gaps;
6. Develop, Revise or Update the Vision Statement; and
7. Develop goals, objectives, and critical tasks.

Completion of Objective #3 is estimated at three (3) days.

Objective No. 4: Publish Strategic Plan

Based upon information received by external and internal stakeholders, one technical advisor will complete a draft Strategic Plan and submit that document to the Chief Fire Officer (CFO) for review; update and approval. The agency is encouraged to submit the finalized Strategic Plan to their government body for recognition; approval and/or adoption. Critical tasks for this objective include:

1. Submission of draft Strategic Plan;
2. Review and update of draft Strategic Plan; and
3. Submission of one digital and ten (10) hard copies of the finalized Strategic Plan.

Completion of Objective #4 is estimated at one and one-half months.



Objective No. 5: CFAI Workshop and CR-SOC Instruction

One technical advisor will provide two days of instruction of the Commission on Fire Accreditation International (CFAI) approved curriculum for Self Assessment and Peer Review to all assigned Category Managers. Three days of training will include instruction for the Category Two team in processing CR-SOC work and properly documenting the self assessment manual and use of the CPSE SharePoint website for document submission and review. Critical tasks for this objective include:

1. Conduct CFAI Self Assessment Workshop to all Category Managers;
2. Provide CFAI Peer Review workshop to all Category Managers;
3. Provide documentation and software training to all Category Managers; and
4. Review work plan with all Category Managers.
5. Provide Category Two team instruction on SOC Modules 1, 2, and 3;

Completion of Objective No. 5 is estimated at three (3) days.

Objective No. 6: Current Deployment Analysis

In addition to the on-site workshops, one technical advisor will conduct web conference(s) with the assigned Category Manager(s) and GIS specialist to research, analyze and map the community served and existing deployment:

1. Community Served – requires an overview of the service area, community and services that are currently provided. This includes the expectations of the community and its leaders.
 - A. Description of Area Served
 - 1) Topography/Geography/Characteristics
 - 2) Population Served
 - 3) Basic Land Use of Area Served
 - B. Community Expectations
 - 1) Review of Community Expectation of the Fire Service Agency
 - 2) Review of Current Services Provided
 - a. Fire
 - b. Emergency Medical Services (EMS)
 - c. Rescue (light, medium, heavy)
 - d. Hazardous Materials
 - e. Aviation Rescue and Fire Fighting (ARFF)
 - f. Wildland
 - g. Service Calls



2. Existing Deployment – requires the mapping, measurement and understanding of the existing deployment.
 - A. Brief History of Delivery System
 - B. Points of Service Delivery
 - C. Resources Deployed
 - D. Staffing
 - E. Capabilities

Completion of Objective #6 is estimated at thirty (30) days, assuming that the agency has a GIS component available.

Objective No. 7: Community Risk-Hazard Analysis

In addition to the on-site workshops, one technical advisor will conduct web conference(s) with the assigned Category Manager(s) and GIS specialist to determine what risk is present today and anticipated in the future and then contrast resources to risk.

1. Community Risk Assessment - requires an understanding and documentation of fire flow demand, the ability and capability of the system to provide fire flow, the probability of an emergency through the analysis of related factors and conditions, and the consequences to life safety/economic impact with the community served if these risks are not mitigated.
 - A. Geospatial Characteristics of Risk Areas
 - 1) Growth Boundaries
 - 2) Construction Limits
 - 3) Infrastructure Limitations
 - B. Physical Assets Protected
 - 1) Building Stock
 - a) Age
 - b) Construction Type
 - c) Area
 - d) Height
 - e) Density (number)
 - f) Built-in Protections
 - g) Processes
 - C. Topography
 - 1) Response Barriers
 - 2) Elevation Changes
 - 3) Open Space/Interface



- D. Transportation Network
 - 1) Roads
 - 2) Rail Lines
 - 3) Airports/Waterways
 - E. Development and Population Growth
 - 1) Current Population
 - a) Density
 - b) Age
 - c) Location
 - d) Configuration
 - 2) Future Population Growth
 - 3) Changes in Type of Development
 - F. Calls for Service
 - 1) Types of Calls
 - 2) Location of Calls
 - 3) Frequency of Calls
 - 4) Probability Analysis
 - a) Average Calls per Day
 - b) Distribution of calls by type, time, location and resource
 - c) Fractal Performance
 - d) Peak Load
 - G. Personnel Resources
 - 1) Critical Task Analysis
 - 2) Specialty Training Requirements
 - 3) Staffing
 - a) Two In/Two Out
 - b) Initial Attack Force
 - c) Effective Response Force
2. Risk Expectations - requires the identification of what the community and the emergency service organization want in the form of service, what the outcomes should be, and whether the desired outcomes can be justified.
- A. Comparison to other like fire service agencies
 - B. Comparison to accredited fire service agencies
 - C. Requirements and industry practices
 - D. Establishment of Performance Objectives for each service provided.

Completion of Objective #7 is estimated at sixty (60) days, assuming that the agency has a GIS component available.



Objective No. 8: Instruction of SOC Manual Sections 4, 5 and 6

A technical advisor will provide instruction of the Commission on Fire Accreditation International (CFAI) Standards of Cover, 5th Edition Sections 4-6 to all assigned FESSAM Category 2 Managers. Critical tasks for this objective include:

1. Review of CFAI Standards of Cover, 5th Edition, Section 4, Performance Measurement;
2. Review of CFAI Standards of Cover, 5th Edition, Section 5, Performance Measures Objective Adoption;
3. Review of CFAI Standards of Cover, 5th Edition, Section 6, Compliance Methodology; and
4. Reviewing work plan with all FESSAM Category 2 Managers.

Completion of Objective No. 8 is estimated at two (2) days.

Objective No. 9: Complete a Distribution/Concentration/Reliability Study

Guided by a technical advisor by means of web conference, the agency's FESSAM Category Two team will conduct geographical analysis of first-due resources for initial incident intervention to assure quick deployment to minimize and terminate average, routine emergencies. The distribution measures might include:

1. Number of square miles per first due company;
2. Number of equally sized analyses areas per first due company;
3. Number of total road miles per first due company;
4. Each of the above as a percentage of the totals within the jurisdiction, or some similar measure of equalization;
5. Catchment areas (i.e. two miles from fire station in all directions) to determine gap and overlaps of first due resources;
6. Population served by first due company; and
7. Areas outside of performance measure.

Guided by a CPSE technical advisor by means of web conference, the agency's FESSAM Category Two team will perform an analysis of the arrangement of multiple resource spacing (close enough together) to determine how an effective response force can be assembled at the scene within the adopted public policy time frames. The initial effective response force is one that should be able to stop the escalation of the emergency for the risk posed. The concentration measures might include:

1. Number of Calls per First Due Company



2. Call Density by Response Grid
3. Area Served by Specialty Units (trucks, paramedic, hazard materials, urban search and rescue, etc.)
4. Arrival Sequencing of Units (Critical Task Analysis Results)
 - A. First Due
 - B. Total Effective Response Force (TERF)
5. Areas Outside of Performance Measure

Guided by a CPSE technical advisor by means of web conferencing, the agency's FESSAM Category Two team will perform analysis of the agency's ability to meet performance expectations even if resources are committed on an existing call. This necessitates a historical measure of performances, resource exhaustion (relocation practice), and expectations.

Completion of Objective #9 is estimated at sixty (60) days, assuming that the agency has a GIS component available.

Objective No. 10: Develop Performance/Service Level Measures

Guided by a CPSE technical advisor by means of web conference, the agency's FESSAM Category Two team will develop draft performance/service levels for each service provided by risk category.

Completion of Objective #10 is estimated at thirty (30) days, assuming that the agency has a GIS component available.

Objective No. 11: Develop Compliance Methodologies

Guided by a CPSE technical advisor by means of web conference, the agency's FESSAM Category Two team will develop draft compliance methodologies to validate the SOC and provide direction for the on-going strategic planning process.

Completion of Objective #11 is estimated at thirty (30) days, assuming that the agency has a GIS component available.

Objective No. 12: Present/Publish the Community Risk - Standards of Cover (CR-SOC) Manual to CEO

The Category Two team and a CPSE technical advisor will present to the Fire Department Chief Executive Officer the published Standards of Cover of the agency.



Completion of Objective #12 is estimated at one (1) day.

Objective No. 13: Present Published CR-SOC Manual to Governing Body

The Chief Executive of the Fire Department and the Category Two team will present their Governing body the published Community Risk - Standards of Cover of the agency.

Completion of Objective #13 is estimated at one (1) day.

Objective No. 14: Document Review and Feedback

All Category Managers shall post document drafts to the CPSE SharePoint website in accordance to the work plan due dates. The technical advisor team shall conduct reviews and provide feedback to all Category Managers. Critical tasks for this objective include:

1. Category Managers shall post document drafts within prescribed time-frames; and
2. Technical advisors shall review the agency drafts on a shared web site and provide direct feedback and guidance through web meetings.

Completion of Objective No. 14 is estimated at three (3) months.

Objective No. 15: Self Assessment Site Study

Two (2) technical advisors will conduct an on-site visit to prepare all Category Managers for an on-site evaluation or validation visit. The technical advisors will conduct in-person interviews and make observations of the agency's performance.

Completion of Objective No. 15 is estimated at three (3) days.

Objective No. 16: Self Assessment Site Study Report

The CPSE Project Manager will provide a Self Assessment Site Study report to include observations of the agency's performance, and recommendations for improvement.

Completion of Objective No. 16 is estimated at two weeks.



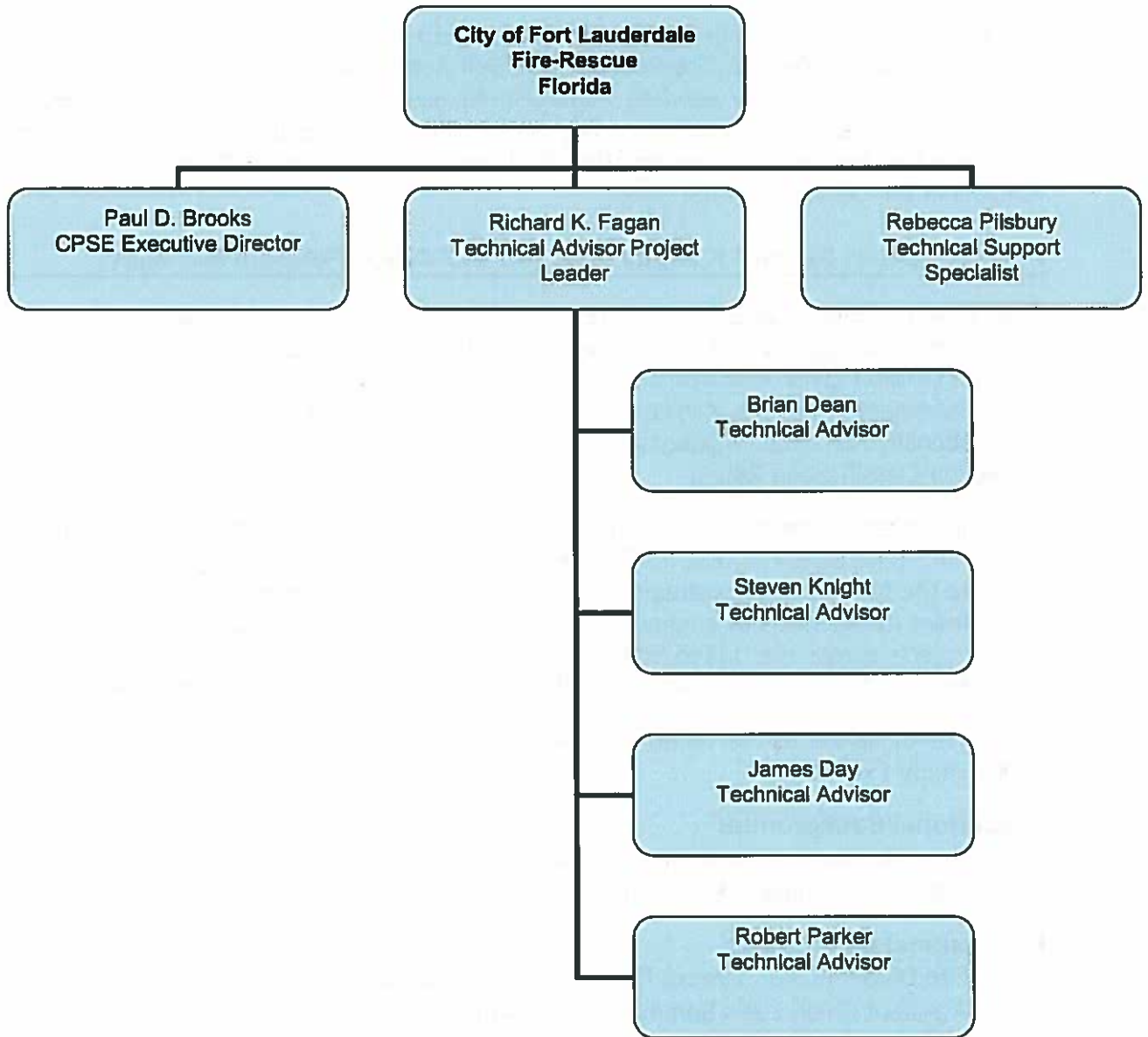
Deliverables

The Center for Public Safety Excellence, Inc. (CPSE) will be responsible for the following specific deliverables in keeping with the schedule described below:

1. Work plans with time projections;
2. Twelve 8-hour days of on-site facilitation to include:
 - Strategic Planning External Stakeholder Meeting,
 - Strategic Planning Internal Stakeholder Meetings,
 - CFAI Workshop delivery to all Category Managers,
 - SOC instructional delivery to Category Two Team members,
 - SOC presentation to Fire Department Chief Executive Officer, and
 - Self Assessment site evaluation;
3. Identification of and coordination sessions with stakeholders;
4. All necessary forms;
5. Findings from surveys, interviews, questionnaires, facilitation;
6. A Strategic Plan, to include:
 - A. Mission
 - B. Vision
 - C. Guiding values
 - D. Expectations, concerns, and positive feedback
 - E. Prioritization of services
 - F. Goals, objectives, performance measurements
 - G. Implementation strategies including areas of responsibility, critical tasks and timelines
7. One (1) digital copy, and ten (10) professionally bound copies of the final Strategic Plan;
8. Draft reports uploaded for review of accuracy of obtained information;
9. Experienced CFAI peer assessor feedback on all draft documents;
10. Complete Standards of Cover document to include Risk Hazard Analysis;
11. Review of the fire service agency's final self assessment document;
12. Self Assessment Site Study interview/review of key personnel and documents
13. Self Assessment Site Study Report.



Project Organization and Staffing





Assigned Personnel

The Center for Public Safety Excellence, Inc. (CPSE) has proposed a project team for the City of Fort Lauderdale Fire-Rescue Total Self-Assessment Facilitation that is highly experienced in emergency services management assessments, and master, strategic, and growth management processes. The Center anticipates the project team to include the following personnel however, the final assignment of project team members remains at the discretion of the CPSE:

Project Leader: Richard K Fagan – Technical Advisor Program Manager

Chief Fagan enjoyed a career in the fire service for 32 years. His fire service experiences included serving as a Paramedic/Firefighter, Fire Captain, Assistant Chief and Fire Division Chief. Rick also served as the Accreditation Manager for the Lenexa Fire Department in Lenexa, Kansas. The Lenexa Fire Department has been an Internationally Accredited Agency since 2002, and currently holds a Class 2 ISO Public Protection Classification Rating.

Since his retirement from the City of Lenexa in 2006, Rick has worked actively with the Center for Public Safety Excellence Technical Advisor Program. This program has provided the facilitation of Strategic Planning, Standards of Cover and agency Self Assessment for agencies throughout America. Chief Fagan has facilitated numerous CPSE projects across the United States and Canada. He continues to be a lecturer and presenter at national, regional and state fire service conferences across America.

Rick currently serves as the Technical Advisor Program Manager for the Center for Public Safety Excellence.

Educational Background:

- B.A., Fire Service Management; Ottawa University, Ottawa, Kansas
- A.A.S., Fire Science; Penn Valley Community College, Kansas City, Missouri

Professional Experience:

- Fire Division Chief, Lenexa Fire Department, Kansas
- Assistant Chief, Lee's Summit Fire Department, Missouri
- Technical Support Services Specialist, U.S. Fire Administration
- Peer Assessor Team Leader, Commission on Fire Accreditation International (CFAI)
- Contributor, *Fire and Emergency Service Self Assessment Manual*, 8th Edition, CPSE/CFAI



Associated Professional Accomplishments and Awards:

- Chief Fire Officer Designation (CFO), Center for Public Safety Excellence
- Executive Fire Officer (EFO), National Fire Academy
- Certified Public Manager (CPM), American Academy of Certified Public Managers
- David Garcia Award, Mid-America Regional Council of Governments

Associated Professional Memberships:

- International Association of Fire Chiefs
- National Fire Protection Association
- National Society of Executive Fire Officers
- American Academy of Certified Public Managers



SAM Process Leader: Brian Dean – Technical Advisor

Chief Dean retired in 2010 as a member of the City of Winter Park Fire Department (Florida) for 28 years. During this time he advanced through the ranks of Firefighter/EMT, Engineer/EMT, Lieutenant, Battalion Chief, and retired as the Assistant Chief. The Winter Park Fire Department has been an internationally accredited agency since 2001. Chief Dean served as the Accreditation Manager through two accreditation processes for the City of Winter Park Fire Department.

Chief Dean has additionally served as a Peer Assessor, Team Leader and Technical Advisor for the Center for Public Safety Excellence, Inc. for several years.

Educational Background

- B.S. Degree in Business Administration, University of Central Florida, Orlando, Florida
- A.A. Degree in General Studies, Valencia Community College, Orlando, Florida

Professional Experience

- Winter Park Fire Department, 1982 to 2010

Relevant Experience

- Emergency Management Institute, Emmitsburg, Maryland
- National Fire Academy, Emmitsburg, Maryland
- Peer Assessor and Team Leader for Commission on Fire Accreditation International

Associated Professional Accomplishments

- Chief Fire Officer Designation (CFO), Commission on Chief Fire Officer Designation
- Executive Fire Officer, National Fire Academy
- Winter Park Fire Department Award of Merit

Associated Professional Memberships:

- International Association of Fire Chiefs, Inc. - Member
- Central Florida Fire Chiefs Association - Member
- Florida Fire Chiefs Association - Member
- National Society of Executive Fire Officers - Member
- National Fire Academy Alumni Association - Member



James Day – Technical Advisor

Chief Day began his career in Atlanta, Georgia, where he progressed through the ranks and obtained the position of Battalion Chief. Prior to his appointment to Battalion Chief in 2007, Chief Day has served on the Executive Staff of the Atlanta Fire Rescue Department (AFRD) since 1999. He led the AFRD in strategic planning, performance management program and self-assessment. He led AFRD in achieving awarded accredited status twice in eight years.

Chief Day's affiliation with the CPSE/Commission on Fire Accreditation International (CFAI) began in 1999. His appointment to a variety of peer assessor teams resulted in numerous departments realizing accredited status. He has served as a CFAI instructor, teaching self-assessment, standards of cover, and peer assessor workshops. He also serves on the CPSE/CFAI Annual Compliance Report Technical Work Group. He serves as a mentor to CFAI applicant agencies.

Educational Background:

- A.A. Degree in Fire Science, Georgia Perimeter College, Georgia
- B.S. Degree in Public Policy, Georgia State, Atlanta, Georgia

Professional Experience:

- Instructor, CPSE/CFAI Program workshops (Fire Service Self Assessment, Peer Assessor, and Standards of Cover), 2002 to 2004
- Chief Executive, James Day and Associates, 2006 to present
- Section Chief, AFRD, Assessment and Planning Section, 2007 to 2008
- Battalion Chief, AFRD, 2007 to 2011

Relative Experience:

- Fire Service Instructor, AFRD
- Administrator, Performance Management Program, AFRD
- Peer Assessor and Team Leader for Commission on Fire Accreditation International

Associated Professional Memberships:

- International Association of Fire Chiefs, Inc. - Member
- Georgia Fire Chiefs Association – Member



SOC Process Leader: Robert Parker – Technical Advisor

Chief Parker began his public service career as a Volunteer Firefighter in 1975 progressing through the ranks of Firefighter, EMT, Company Officer, and Captain, also serving as Training Officer for several years; retiring from the Volunteer ranks in 1999. Beginning his career Firefighter service in 1985 he served with the City of Thornton Colorado, achieving ranks of Firefighter EMT, Fire Engineer, and relief Company Officer. After moving to the Greater Brighton Fire District 1991 he held career ranks of Fire Marshal, Acting Fire Chief in 1997 and 1998, and promoted to the Fire Chief position in 2000. Chief Parker retired after 32 active years of service in January of 2007. During many of his years of service, Chief Parker was an active classroom and field instructor at Aims College in Greeley Colorado, an active member of the Colorado Fire Training Officers Association and participated in the creation and development of the Colorado Fire Leadership Conference held annually in the Colorado mountains.

Retired Chief Parker continues to serve within the Fire Service as an active Peer Assessor with the Center for Public Safety Excellence, Inc. having been on many on-site visits since becoming an assessor in 1998. He has also participated in the rewriting of some of the Accreditation process documents. Chief Parker also provides fire organization consultation, training services, promotional assessments, and other organizational assistance while remaining active within the Colorado Fire Chief's Association - Combination Section and other membership organizations.

Educational Background:

- MS Degree – Executive Fire Service Leadership, Grand Canyon University, Arizona
- BS Degree – Fire Protection Engineering & Fire Administration, University of Cincinnati, Ohio
- AAS Degree – Fire Prevention & Fire Science, Aims College, Colorado
- AAS Degree – Mechanical Engineering & Metallurgy, University of Southern Colorado

Professional Experience:

- Fire Marshal, Greater Brighton Fire District, Colorado
- Fire Chief, Greater Brighton Fire District, Colorado
- Technician Certifications: Firefighter, Driver/Operator, EMT, Hazardous Materials, Technical Rescue
- Adjunct College Instructor, Aims College, Colorado



Associated Professional Accomplishments:

- Executive Fire Officer (EFO), National Fire Academy, Maryland
- Hazardous Material Certification, National Fire Academy, Maryland
- Multiple Course Studies, National Fire Academy, Maryland
- Academic Excellence Award, Ken Blanchard College of Business, Grand Canyon University,
- Chief Design Engineer, private sector

Associated Professional Memberships:

- International Association of Fire Chiefs,
- National Fire Protection Association,
- National Society of Executive Fire Officers,
- Colorado Fire Chief's Association, Combination Department Section



Steven Knight, PhD – Technical Advisor

Chief Lewis has been in the fire service for 29 years. He spent 19 years as a member of the Loveland-Symmes Fire Department (Ohio) advancing through the ranks from fire fighter/paramedic to Battalion Chief. During this time Chief Lewis also served in a variety of capacities including financial management, fire prevention, public education, and suppression operations. He has spent the past 9 years as the Fire Chief for the City of Henderson (Kentucky).

Chief Lewis has additionally served as a Peer Assessor and Team Leader for the Center for Public Safety Excellence, Inc. for several years.

Educational Background

- B.S. Degree in Fire Science, University of Cincinnati, Cincinnati, Ohio
- A.A. Degree in Accounting, University of Cincinnati, Batavia, Ohio

Professional Experience

- Loveland-Symmes Fire Department, 1980 to 1999
- Henderson Fire Department, 1999 to 2009

Relevant Experience

- National Fire Academy, Emmitsburg, Maryland
- Peer Assessor and Team Leader for Commission on Fire Accreditation International

Associated Professional Accomplishments

- Executive Fire Officer, (EFO) National Fire Academy

Associated Professional Memberships:

- International Association of Fire Chiefs, Inc. - Member
- Kentucky Association of Fire Chiefs - Member
- National Society of Executive Fire Officers - Member

National Fire Academy Alumni Association – Member Dr. Knight has over 20 years of experience in fire and emergency services and is currently the Assistant Chief of St. Petersburg Fire & Rescue in St. Petersburg, Florida. Steve earned his Ph.D. in Curriculum and Instruction from the University of South Florida, A Master's of Public Administration from Troy State University, an a B.S. in Fire and Safety Engineering Technology from the University of Cincinnati. In addition, Chief Knight is a graduate of the National Fire Academy's Executive Fire Officer Program (EFO) and is accredited by the Commission for Professional Credentialing as a Chief Fire Officer (CFO). Chief Knight has been awarded the Outstanding Research Award from the United States Fire



Administration and the A. Don Manno Award for Excellence from the National Society for Executive Fire Officers.

Steve has served as a peer team leader and peer assessor for the Commission on Fire Accreditation International (CFAI), and as a senior technical advisor for the Center for Public Safety Excellence, Inc. (CPSE). He is a frequent conference presenter and consultant.

Educational Background

- Ph.D. in Curriculum & Instruction in Adult Education, University of South Florida
- M.P.A. in Public Administration, Troy State University, Alabama
- B.S. in Fire & Safety Engineering Technology, University of Cincinnati, Ohio

Professional Experience

- Assistant Fire Chief, St. Petersburg Fire & Rescue, FL
- Senior Technical Advisor, Center for Public Safety Excellence, VA
- Consultant, International City/County Managers Association
- Adjunct Instructor, St. Petersburg College and State College of Florida

Awards and Associated Professional Accomplishments

- Chief Fire Officer Designation (CFO), Commission on Professional Credentialing
- Executive Fire Officer (EFO), National Fire Academy
- Outstanding Research Award, National Fire Academy, US Fire Administration
- A. Don Manno Award for Excellence in Research, National Society for Executive Fire Officers

Associated Professional Memberships:

- American Society of Public Administrators
- International Association of Fire Chiefs
- Florida Fire Chiefs Association
- National Society for Executive Fire Officers



Cost Quotation – Total Self Assessment Facilitation

The Center for Public Safety Excellence Formally Bids: \$59,500.00 US

CPSE's formal bid includes all technical advisor travel expenses required to meet the obligations described in Scope of Work Objectives No. 2, No. 3, No. 5, No. 8, No. 12, No. 14 and No. 15, and which when completed satisfy the activities of Deliverable #2.

Any additional travel requested and approved by the City of Fort Lauderdale Fire-Rescue, Florida will be billed by CPSE at actual cost, and is above and beyond the formal bid provided above.

Payment Schedule:

The City of Fort Lauderdale Fire-Rescue agrees to make payment to the Center for Public Safety Excellence, Inc. (CPSE) within 30 days after the date of invoices that will be submitted by CPSE according to the following payment schedule:

- A. Twenty-five percent (25%) of the total contract price will be invoiced within 21 days of signing of contract (\$14,875.00 US);
- B. An amount of \$7,437.00 USD will be invoiced at the completion of Objective No. 4;
- C. An amount of \$7,437.00 USD will be invoiced at the completion of Objective No. 5;
- D. An amount of \$7,437.00 USD will be invoiced at the completion of Objective No. 8;
- E. An amount of \$7,437.00 USD will be invoiced at the completion of Objective No. 12;
- F. An amount of \$7,437.00 USD will be invoiced at the completion of Objective No. 14; and
- G. The remaining balance of \$7,440.00 USD will be invoiced at the completion of Objective No. 15.

Bid quotation for services is valid for sixty (60) days from the presentation of this proposal.

Six (6) technical advisors will provide facilitation services over a 10-14 month timeframe at a rate estimated to be less than the reoccurring salary of one full time executive planner hired by the agency.



Benefits and Payments

The Center for Public Safety Excellence, Inc. (CPSE) shall receive no further benefits or additional consideration other than as expressly set forth in a written agreement.

The City of Fort Lauderdale Fire-Rescue shall not at any time during the term of this agreement reduce the base contract price, compensation or other financial benefits. There shall not be any refunds, reimbursements or compensation issued to the Agency by the Center for Public Safety Excellence, Inc. (CPSE).

The Center for Public Safety Excellence, Inc. (CPSE) does not guarantee or warrant the contracted fire service agency's bid for accreditation will be successful. Only the Commission on Fire Accreditation International (CFAI) can make that award of recognition.

Statement of Availability

The Center for Public Safety Excellence, Inc. (CPSE) is available to start this Total Self Assessment Facilitation in the time frame as agreed to by the Agency and CPSE. The Center for Public Safety Excellence, Inc. (CPSE) will engage sufficient numbers of experienced advisors to ensure the self assessment facilitation project is completed on time and within the parameters agreed.

Conflict of Interest Statement

The Center for Public Safety Excellence, Inc. (CPSE) has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation including not being limited to the prior discussion of terms, conditions, pricing or other offer parameters required by this solicitation.

The Center for Public Safety Excellence, Inc. (CPSE) is not presently suspended or otherwise prohibited from participation in this solicitation or any other contracting to follow thereafter by any government.

Neither CPSE nor anyone associated with CPSE have any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting self assessment facilitation project.

In the event that a conflict of interest is identified in the provision of services, CPSE will immediately notify the client in writing.



No member of the Center for Public Safety Excellence, Inc. (CPSE) Total Self Assessment Facilitation Project Team may serve as a peer assessor for the Commission of Fire Accreditation International for the contracted fire service agency within a five (5) year time period.

Litigation

The Center for Public Safety Excellence, Inc. (CPSE) has no past and/or pending litigation or resolved lawsuits.

General Requirements of CPSE

The Center for Public Safety Excellence, Inc. (CPSE):

- A. Shall not assign or sublet the whole or part of the contract without the prior written consent of the contracted fire service agency;
- B. Will not refuse to hire, discharge, promote, demote or otherwise discriminate in matters of compensation against any person otherwise qualified, because of age, race, creed, color, sex, national origin, ancestry or handicap;
- C. Policies and procedures shall govern the actions of the Self Assessment Facilitation Project Team;
- D. Agrees to complete the work as scheduled by the fire service agency, or within a mutually agreed upon modified time period; and
- E. Is an equal opportunity employer.

Notices

Either party may terminate the agreement by giving 30 days written notice. Any notice required or permitted by this agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service with postage prepaid.



Acronyms and Definitions

CFAI	Commission on Fire Accreditation International is a program offering of the Center for Public Safety Excellence, Inc. that promotes and provides a process for self assessment and international recognition of established standards in the fire service.
Category Manager	A representative of the jurisdiction who is serving on the task force or working group that develops the fire service agency's self assessment document. A Category Manager is responsible for developing a specific area (Category) of the agency's self assessment document.
Commission	Commission on Fire Accreditation International (commonly abbreviated as CFAI).
CPSE	The Center for Public Safety Excellence, Inc., is the parent body for fire service programs that promote and provide continuous quality improvement through processes for accreditation and professional credentialing.
Facilitate	To make easier.
Self Assessment Manual	A desktop manual for organizational actions. The manual is comprised of Categories, Criterion and Performance Indicators with their specific Description, Appraisal, Plan, and supporting references and exhibits, as defined by the latest edition of the <i>Fire and Emergency Service Self Assessment Manual</i> .
Stakeholder	A person or group with a direct interest, involvement or investment in something (for example: the employees, stockholders, and customers of a business concern or service entity).



Standard of Response Coverage Document (SOC)

Those written policies and procedures that establish the distribution and concentration of fixed and mobile resources of an agency.

Strategic Plan

A dynamic management tool that provides short-term direction to a fire service agency; builds a shared vision among the internal stakeholders; and sets goals and objectives for the fire service agency.

Technical Advisor

An approved representative, under contract to the Center for Public Safety Excellence, Inc. (CPSE), that has been assigned to participate in a CPSE Self Assessment Facilitation for a specific fire service agency. A Technical Advisor shall have their duties and responsibilities assigned by the CPSE Project Leader. The person selected as a Technical Advisor has experience in the CPSE fire and Emergency Service Self Assessment Accreditation model, as well as emergency services management assessments, and master, strategic, and growth management processes.

Technical Advisor Program

An offering of the Center for Public Safety Excellence, Inc. that provides practical and specialized support to the representatives of a fire service agency to assist them in the understanding and completion of processes within CFAI's self assessment model.



Professional Services Agreement

This agreement for services is made and entered into this ____ day of _____, 2013, by and between the City of Fort Lauderdale (hereinafter referred to as the "Agency") and the Center for Public Safety Excellence, Inc., doing business as a corporation in Chantilly, Virginia, (hereinafter referred to as the "Center").

Recitals:

The Agency desires to retain the services of the Center for the facilitation of a Community Driven Strategic Plan, Standards of Cover document, and a facilitated Total Self-Assessment process with Self-Assessment Site Study and report as set forth in the foregoing proposal attached hereto and incorporated herein ("Proposal").

Agreement:

The Agency, in consideration of mutual promises, covenants and conditions herein contained, agrees to pay the Center to agree, commence and complete the facilitation for a self assessment document.

The Agency agrees to compensate the Center for services rendered as set forth in the Proposal within 30 days after the date of invoices that will be submitted by the Center according to the following payment schedule:

- A. Twenty-five percent (25%) of the total contract price will be invoiced at the completion of Objective No. 1 but no sooner than 21 days of signing of contract (\$14,875.00 US);
- B. An amount of \$7,437.00 USD will be invoiced at the completion of Objective No. 4;
- C. An amount of \$7,437.00 USD will be invoiced at the completion of Objective No. 5;
- D. An amount of \$7,437.00 USD will be invoiced at the completion of Objective No. 8;
- E. An amount of \$7,437.00 USD will be invoiced at the completion of Objective No. 12;
- F. An amount of \$7,437.00 USD will be invoiced at the completion of Objective No. 14; and



G. The remaining balance of \$7,440.00 USD will be invoiced at the completion of Objective No. 15.

The Center, in consideration of a sum of \$59,500.00 (USD), as set forth in the Proposal agrees to commence a facilitation that will provide guidance and services to assist the Agency in completing a self assessment document within a 10 to 14 month period as set forth in the Proposal.

Duties:

The Agency agrees to comply with the Center's facilitation guidelines and timeframes for the completion of work. The Agency will provide all labor and other services necessary to complete the self assessment document.

The Center agrees to furnish technical advisors and the scope of services and deliverables relating to the completion of the Agency's self assessment document.

Termination:

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Agency and the Center to terminate this agreement.

Either party may terminate the agreement by giving 30 days written notice. Any notice required or permitted by this agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service with postage prepaid.

General Provisions:

Indemnification

Center shall indemnify and hold harmless the Agency and the Agency's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Center or by any officer, employee, agent, invitee of the Center. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.



Insurance

The Center shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The Agency is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the Agency as "additional insured" will be at the Center's expense.

The Agency shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Center to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Center's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Agency's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the Agency must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.



- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person \$500,000 each occurrence
Property damage	\$100,000 each occurrence

In the event that you are the successful bidder, you will be required to provide a certificate naming the City of Fort Lauderdale as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

Public Entity Crime Act

Center represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Agency, may not submit a bid on a contract with Agency for the construction or repair of a public building or public work, may not submit bids on leases of real property to Agency, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Agency, and may not transact any business with Agency in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Agency pursuant to this Agreement, and may result in debarment from Agency's competitive procurement activities.



Independent Contractor

Center is an independent contractor under this Agreement. Services provided by Center pursuant to this Agreement shall be subject to the supervision of the Center. In providing such services, neither Center nor Center's agents shall act as officers, employees, or agents of Agency. No partnership, joint venture, or other joint relationship is created hereby. Agency does not extend to Center or Center's agents any authority of any kind to bind Center in any respect whatsoever.

Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Center shall not subcontract any portion of the work required by this Agreement. Agency may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Center of this Agreement or any right or interest herein without Agency's written consent.

Conflicts

Neither Center nor any of Center's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Center's loyal and conscientious exercise of judgment and care related to Center's performance under this Agreement. Center further agrees that none of Center's officers or employees shall, during the term of this Agreement, serve as an expert witness against Agency in any legal or administrative proceeding in which he, she, or Center is not a party, unless compelled by court process. Further, Center agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Center in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Center or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

Schedule and Delays

Time is of the essence in this Agreement. By signing, Center affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the



schedule might be modified as the Agency directs.

Materiality and Waiver of Breach

Agency and Center agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

Agency's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared and executed with the same formality as this Agreement.

Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, Agency shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Center waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly



authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Governing Law

The laws of the state of Florida shall govern this agreement. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

Center agrees to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Center upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

Agency shall have the right to audit the books, records, and accounts of Center and Center's subcontractors that are related to this Agreement. Center shall keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. and upon request to do so, Center shall make same available at no cost to Agency in written form.

This agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. Neither party has relied upon inducements,



concessions or representations of the fact, except as set forth in this written and executed agreement and the Center's proposal.

If any provision or any portion thereof contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

In the event of any legal action between the parties hereto to enforce the provisions of this agreement, the prevailing party shall be entitled to reasonable legal fees and costs as fixed by the Court.

The Center for Public Safety Excellence, Inc. (CPSE) shall receive no further benefits or additional consideration other than as expressly set forth in a written agreement.

The Agency shall not at any time during the term of this agreement reduce the base contract price, compensation or other financial benefits. There shall not be any refunds, reimbursements or compensation issued to the Agency by the Center for Public Safety Excellence, Inc. (CPSE).

[Remainder of Page Intentionally Left Blank]
[Signature Pages Follow]



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in duplicate, each of which shall be deemed an original, on the day and year first written above.

Center for Public Safety Excellence, Inc.

By: _____
Print Name: _____

By: Paul D. Brooks
Paul D. Brooks, Executive Director

By: _____
Print Name: _____

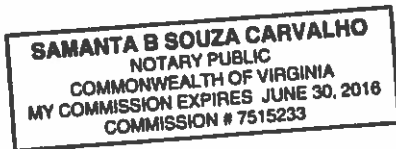
(CORPORATE SEAL)

STATE OF VIRGINIA :
COUNTY OF FAIRFAX :

The foregoing instrument was acknowledged before me this 22 day of OCTOBER, 2013, by PAUL D. BROOKS as EXECUTIVE for Center for Public Safety Excellence, Inc., a Virginia corporation.
DIRECTOR

(SEAL)

Samanta B. Souza Carvalho
Notary Public, State of VIRGINIA
(Signature of Notary Public)



SAMANTA B SOUZA CARVALHO

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification X
Type of Identification Produced DL VA B66073150



CITY OF FORT LAUDERDALE

By _____
Mayor

By _____
City Manager

(CORPORATE SEAL)

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney