





MEMORANDUM SOLE SOURCE APPROVAL

DATE: April 18, 2023

TO: Hugh B. Dunkley, Chief Finance Officer

THROUGH: L. Keith Tomey III, Chief Tomey 
KT

FROM: Kevin L. Green, Assistant Fire Chief 
KG

SUBJECT: Sole Source Approval Request for the Fire Rescue Department Strategic Plan

Background: The Fire Rescue Department is preparing for a Re-Accreditation process through the Commission on Fire Accreditation International (CFAI). One of the prerequisites to entering the process is a strategic plan. To assist in the development of a strategic plan, the Fire Rescue Department requests approval to retain the services of Center for Public Safety Excellence, Inc. (CPSE) and their Technical Assistance Program (TAPS) for the facilitation of strategic planning, risk assessment, standards of cover processes, and the development of both a Community-Driven Strategic Plan and Community Risk Assessment- Standards of Cover Document in an amount not to exceed \$74,790.00.

Justification: CPSE’s Technical Assistant Program is an internationally recognized organization uniquely qualified to facilitate the development of our strategic plan. They are designated for this type of work by CFAI, working closely with our department to ensure all required documents are complete and thorough, preparing the way for the Fire Re-Accreditation process. CPSE is the standard-bearer that has consistently proven to be the industry leader.

Market Research: A search for qualified vendors to provide this unique service has rendered a very short list. While there are other consulting firms that provide a similar service, none of them can provide the specific documents required to transition to the Fire Re-Accreditation process. The Fire Rescue Department contacted the CFAI, CPSE, and surrounding agencies to verify the information contained in this sole source request is accurate. A supporting sole source letter is included with this request.

Quote or Proposal is attached

Yes

No

Comments: _____

Approved This Sole Source approval is valid for 12 months from date of approval. Attach this Sole Source Approval to all Acquisition Approval Memos and/or requisitions for this item.

Need Additional Information Not Approved

Comments: _____

| | | | |
|---|----------------------|--|---------------------|
| <u><i>Hugh Dunkley</i></u> <small>Hugh Dunkley (Apr 28, 2023 17:14 EDT)</small> Chief Finance Officer | Apr 28, 2023 Date | <u><i>J. Stace</i></u> Information Technology (IT) Director | May 1, 2023 Date |
|---|----------------------|--|---------------------|



Center for
Public Safety
Excellence®

info@cpse.org
(866) 866-2324 T
(703) 961-0113 F
www.cpse.org

March 1, 2023

L. Keith Tomey, Fire Chief
Delray Beach Fire Rescue
501 West Atlantic Avenue
Delray Beach, Florida 33444

Dear Chief Tomey:

In respect to the sole source consideration, the Center for Public Safety Excellence® (CPSE®) is a non-profit corporation that holds the Commission on Fire Accreditation International® (CFAI®) and the Commission on Professional Credentialing® (CPC®). The CFAI was created through a memorandum of understanding between the International Association of Fire Chiefs (IAFC) and the International City/County Management Association (ICMA) and is the only organization that provides fire service accreditation in the world.

The Center's Technical Advisor Program® (TAP®) has the only team of CFAI-recognized experts on the accreditation model available to professionally facilitate a community-driven strategic plan, a community risk assessment/standards of cover, and a self-assessment manual process. These CPSE technical advisors assure that the tenets of a quality process facilitation are accomplished while ensuring that all current and proposed relative international fire accreditation competencies are properly addressed. This is of greatest benefit to fire departments that are interested in, or who plan to pursue or maintain international fire accreditation.

Formal CPSE "conflict of interest" policies are in place and are strictly followed with the use of the technical advisor team to assure that neither collusion nor special advantage is afforded to an agency in its bid for accredited status. Every agency that sits before the CFAI in a bid for accreditation is heard on its own merit, and the technical advisors who worked with the agency are in no way a part of the formal accreditation evaluation or hearing by CFAI.

Should you have any questions in this matter, please feel free to contact myself or our Chief Operating Officer, Ms. Debbie Sobotka.

Sincerely,

Brian R. Dean, MS, CFO, EFO
Technical Advisor Program Manager
(703) 691-4620 Ext 209

Cc: Ms. Debbie Sobotka, COO



Commission on
Fire Accreditation
International



Commission on
Professional
Credentialing



Technical
Advisor
Program



Center for
Public Safety
Excellence®

A Total Self-Assessment Proposal

Community Risk Assessment/Standards of Cover,
Community-Driven Strategic Plan, and
Self-Assessment Facilitation with Site Study

Delray Beach Fire Rescue
501 West Atlantic Avenue
Delray Beach, Florida 33444

L. Keith Tomey, CFO
Fire Chief
February 28, 2023



CONTENTS

| | |
|----------------------------------|----|
| THE CPSE DIFFERENCE | 1 |
| SCOPE | 2 |
| PROJECT FRAMEWORK | 5 |
| PROJECT TIMELINE | 8 |
| DELIVERABLES | 9 |
| CPSE RESOURCES..... | 11 |
| ESTIMATED FEES AND EXPENSES..... | 11 |
| ASSUMPTIONS | 12 |
| INQUIRIES | 12 |
| PROPOSED STATEMENT OF WORK..... | 13 |

THE CPSE® DIFFERENCE

The mission of the Center for Public Safety Excellence® (CPSE) is: *“To lead the fire and emergency service to excellence through the continuous quality improvement process of accreditation, credentialing, and education.”*

By teaching, coaching, guiding, and advising, CPSE’s Technical Advisor Program® (TAP®) strives to provide agencies the tools to internalize continuous quality improvement and thereby achieve excellence.

Give a man a fish and you feed him for a day. Teach a man to fish and you feed him for a lifetime.

- Unlike traditional agency evaluation processes, TAP’s Community Risk Assessment/Standards of Cover (CRA/SOC) process requires the fire service agency to become the experts in determining baseline performance and developing benchmarks for future performance. 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.

TAP places great importance on thorough preparation for each strategic planning project including:

- A clear understanding of the agency’s background, goals and objectives, and the complex issues they are facing,
- A workplan that is comprehensive, well designed, and provides ample opportunity for stakeholder input,
- Sufficient resources and a commitment to successfully complete the project within the desired time frame at a reasonable cost, and
- A commitment to support the agency after the CRA/SOC and strategic plan are adopted.

TAP uses contemporary methods and enlists energetic and positive individuals to help facilitate agency work. Our advisors personalize their approach and garner candid feedback from stakeholders while putting stakeholders at ease. The end result is a truly strategic rather than tactical plan.

Fire and emergency services agencies find themselves living in a world between public service and private demand. With common goals of reducing property and life loss and promoting employee safety, the agency has to make choices. Before making choices, however, the agency must know its current status....that’s where the self-assessment process provides value.

Self-assessment is an excellent way of coping with the rise of performance-based budgeting. This type of budgeting requires measuring, benchmarking, and analysis, all of which are encompassed within the self-assessment process. Government accountability has also been an emerging trend for the last few decades. Self-assessment provides a reliable response to increased oversight by managers and elected officials and potential criticism from the community.



Perhaps the greatest benefit to accreditation is the self-assessment process. The willingness of those most familiar with the internal operations of an agency to identify strengths and weakness is often a game changer. By shifting the focus of assessing the department from an inventory-based system (e.g. number of staff, number of vehicles, or number of inspections conducted) to an organizational performance-based system (e.g. staff training levels, vehicle conditions, or resolution of issues identified during inspections), the agency begins to focus on outcomes rather than outputs. The ability for an agency to tell its story using empirical-based data rather than anecdotes is vital during budget requests and in anticipating and coping with change.

Noted below are the benefits of conducting a self-assessment:

- Raises the profile through the promotion of excellence
- Encourages quality improvement
- Ensures the agency has a defined mission and related objectives
- Identifies areas of strengths and weaknesses
- Allows for the establishment of a plan for improvement
- Communicates management and leadership philosophies
- Facilitates input from and builds positive relationships with labor
- Encourages the development of organizational procedural documents

SCOPE

CPSE defines a standards of cover (SOC) document as “those written policies and procedures that establish the distribution and concentration of fixed and mobile resources of an agency.” By conducting a community risk assessment (CRA) prior to establishing the SOC, an agency is positioned to develop a risk-driven deployment model. An effective CRA/SOC process affords an agency’s employees the opportunity to become involved and participate, enhances teamwork and cooperation, and provides a basis for measuring organizational performance.

The Community Risk Assessment/Standards of Cover (CRA/SOC) process affords an agency’s employees the opportunity to become involved and participate, enhances teamwork and cooperation, and provides a basis for measuring organizational performance.

The CRA/SOC Facilitation process typically takes six to nine months and includes:

- Four days of detailed instruction on conducting a CRA and developing a SOC,
- Participation in a service area tour, identifying community hazards, risks, and deployment points.



- Meeting with the agency's emergency communications/dispatching center to discuss the CFAI® accreditation model performance criteria and the setting of benchmark targets for alarm handling,
- Coaching in document design layout,
- Instruction in data analysis and the application of geographic information system mapping tools,
- On-going coaching through shared website and web-based meetings, and
- A professionally formatted and published CRA/SOC.

Expected outcomes include a CRA/SOC that will follow CFAI model competencies as identified in the CPSE's *Quality Improvement for the Fire and Emergency Services*, and as supported in Section 3, Phase 1 of the publication, including:

- Assessment and documentation of the agency's historic and current area characteristics;
- Assessment and documentation of the agency's all-hazard risk assessment and response strategies;
- Assessment and documentation of the agency's historical and current deployment and performance;
- Plans for maintaining quality response performance; and
- Recommendations for improving less than satisfactory response capability.

The purpose of a strategic plan is to identify and provide a process that envisions the future by accomplishing organizational visions. A well-crafted strategic plan, guided by good management, and executed by committed personnel will translate to improved effectiveness, efficiency, and better quality of services being delivered. CPSE believes the most successful strategic planning efforts involve both internal and external stakeholders.

The Community-Driven Strategic Plan Facilitation process typically takes 60 to 90 days and includes:

- Meeting with community stakeholders to gather feedback on community expectations, concerns, and priorities (live or virtual),
- A three-day, in-person work session with agency stakeholders to integrate community feedback into their mission, vision, and values, and
- A professionally formatted and published document encompassing strategic initiatives, goals, objectives, critical tasks, and performance measures.

Expected outcomes include a strategic plan that will:

- Address the organization's mission, vision, and values
- Be achievable, measurable, and responsive to changing community needs
- Be easily reviewed and modified to meet the changing internal and external needs of the agency
- Build upon community partnerships and enhance the ability to harmonize the goals of the agency with the community's identified needs
- Encourage and embrace involvement, participation, and teamwork
- Establish strategic initiatives



- Establish goals, objectives, performance measures, and an implementation strategy corresponding to the strategic initiatives
- Focus on critical issues and needs of internal and external stakeholders
- Provide a basis for improving efficiency, effectiveness, and service deliverables

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 goal.

The Self-Assessment Manual Facilitation process typically takes six months and includes:

- Customized writing instruction for all agency writers and complete orientation in the CFAI accreditation process, and
- A critical review of all agency writing through shared website and web-based meetings.

Expected outcomes include a Self-Assessment Document that will provide a description, appraisal, and plan with references as required by the 10th Edition CFAI accreditation model, as contained in the *Quality Improvement for Fire and Emergency Services*. Eleven categories represent the CFAI model:

1. Governance and Administration
2. Assessment and Planning
3. Goals and Objectives
4. Financial Resources
5. Community Risk Reduction Program
6. Physical Resources
7. Human Resources
8. Training and Competency
9. Essential Resources
10. External Systems Relationships
11. Health and Safety



PROJECT FRAMEWORK

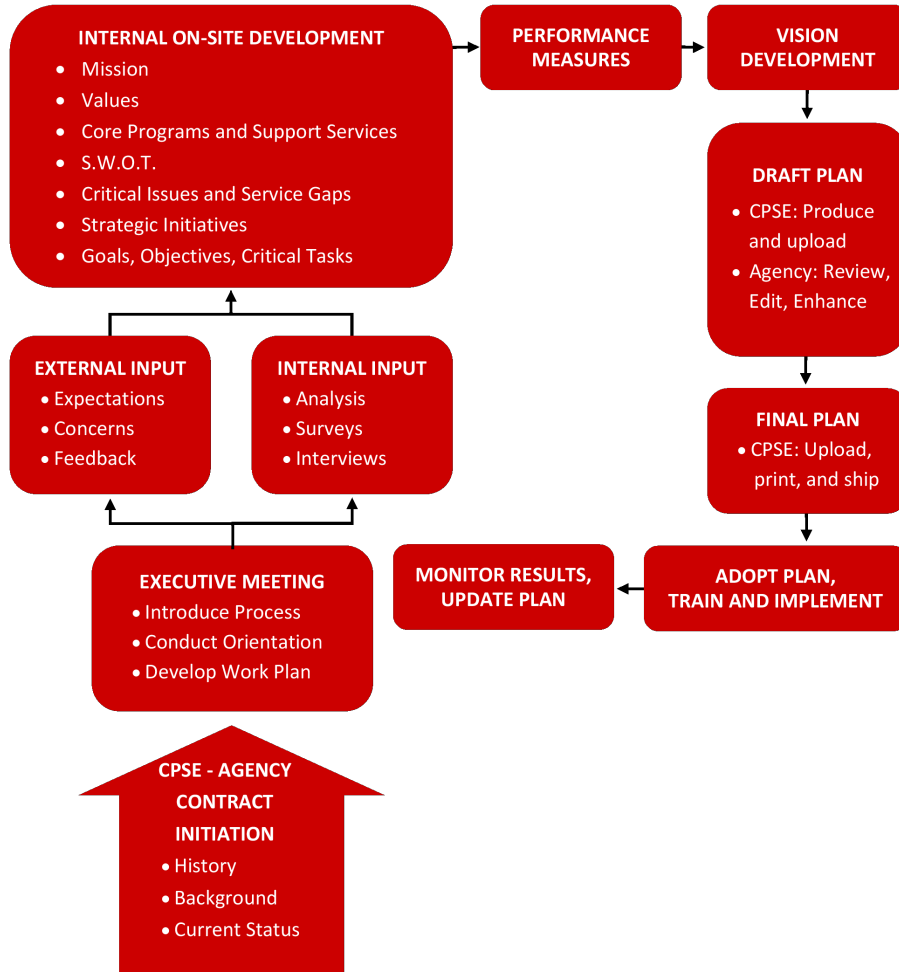
CPSE will take a systematic approach to the agency's project processes. The chart below illustrates the general flow of events for a comprehensive community risk assessment/standards of cover process:





TOTAL SELF-ASSESSMENT FACILITATION without SITE STUDY PROPOSAL

The chart below illustrates the general flow of events for a comprehensive community driven strategic planning process:



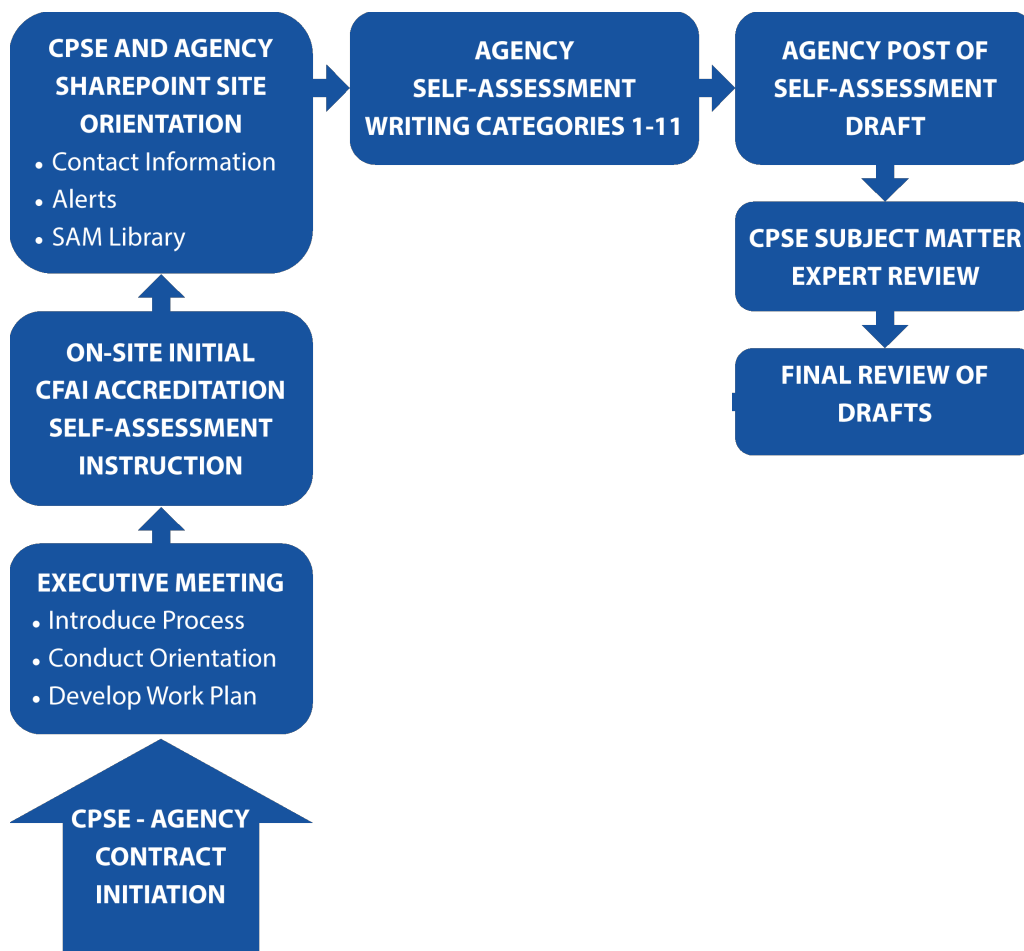


TOTAL SELF-ASSESSMENT FACILITATION without SITE STUDY PROPOSAL

The process of conducting a self-assessment is systematic, but also requires an understanding of the various components that drive a modern fire service agency. While no one person is likely to be an expert in all of the components assessed, each agency has members with specialized knowledge or who possess specific skills to research the information needed. The key to self-assessment is going through the process with the understanding that success is based on the ability to conduct an honest and forthright evaluation of what an agency is doing in comparison to the stated standards in the accreditation model.

Those conducting a self-assessment must commit to truly assessing what is going on within the agency, even if the assessment reveals that the agency is not doing things as well as once thought. This honest and forthright evaluation is what helps agencies improve and ultimately deliver a higher-quality service to their community and making the industry better. An agency must consider and commit to this when approaching the self-assessment process

The chart below illustrates the general flow of events for a comprehensive self-assessment:





PROJECT TIMELINE

There will be fifteen stages to this project. Once this proposal is accepted, a detailed statement of work (SOW) will be built that addresses the details for these stages, their timing, and the roles that CPSE and the agency will play in their completion. A sample SOW is provided at the end of this proposal. Once a signed professional services agreement (PSA) and a finalized SOW is received, CPSE can begin work on this project within 30 days and complete the project within nine to twelve months.

1. Project executive orientation
2. Community stakeholders public meeting
3. CFAI 10th Edition Accreditation Model Category 2 (Assessment and Planning) instruction on community risk assessment/standards of cover
4. Agency evaluation of current community characteristics
5. Agency evaluation of current fire department characteristics
6. Agency risk assessment methodology
7. Measure of systems performance
8. Evaluation of delivery systems
9. Performance maintenance and/or improvement plans
10. CRA/SOC publication
11. Agency stakeholders strategic planning work session
 - a. Develop goal, objectives, and performance measures
 - b. Develop an implementation strategy
12. Strategic plan publication
13. CFAI accreditation model and self-assessment instruction
14. Self-assessment manual preparation, review, and finalization
15. Site study (simulated CFAI accreditation on-site assessment) with report



DELIVERABLES

CPSE is responsible for the following deliverables:

1. Statement of work with project objectives and agreed upon timelines and fee schedule;
2. Shared web site construction and training for CPSE and agency use;
3. Provision of an executive orientation session;
4. All necessary tables, forms, instruments and modules;
5. Development of project component work plans; and
6. Fifteen (15) days of on-site facilitation activities to include:
 - a. Community stakeholder meeting(s)
 - b. Agency stakeholder facilitation of strategic planning work
 - c. CRA/SOC instructional deliveries to agency CRA/SOC team members
 - d. Tour of the service area identifying community risk locations and deployment points.
 - e. Meeting with the agency emergency communications dispatch center to discuss relevant CFAI model performance elements
 - f. CFAI model and self-assessment writing form instruction
 - g. Site study
7. CPSE subject matter expert feedback on all draft documents;
8. Facilitation of up to six 90-minute CPSE facilitator/agency web meetings for CRA/SOC draft module document critical review and/or discussion; and
9. Layout, design, edit and publishing of the agency's community risk assessment/standards of cover document to include:
 - a. Professionally designed cover
 - b. Hyperlinked table of contents
 - c. Hyperlinked table of tables
 - d. Hyperlinked table of maps
 - e. Hyperlinked table of figures
 - f. Executive summary
 - g. Documentation of area characteristics
 - h. Description of agency programs and services
 - i. Community all-hazard risk assessment and risk calculation methodology
 - j. Current deployment and performance by risk class and category
 - k. Evaluation of historical (3-5 years) deployment by risk class and category
 - l. Plan for maintaining and improving response capabilities
 - m. Appendices/exhibits
10. Identification and coordination of stakeholders



11. Facilitation of on-site work sessions involving internal and external stakeholders
12. Status reports, as deemed necessary by the agency
13. Findings from surveys, interviews, questionnaires, and facilitation
14. A technically and professionally competent strategic plan, that includes:
 - a. Mission
 - b. Vision
 - c. Guiding values or principles
 - d. Community expectations, concerns, and positive feedback
 - e. Prioritization of programs/services
 - f. Environmental scan
 - g. Identified critical issues and service gaps
 - h. Strategic initiatives
 - i. Planned outcomes
 - j. Goals, objectives, performance expectations
 - k. Implementation strategies including areas of responsibility, critical tasks, and timelines
 - l. One (1) digital copy of the draft report for review of accuracy of obtained information
 - m. One (1) digital copy and ten (10) professionally bound copies of the final Strategic Plan
 - n. One (1) digital copy of the Management and Implementation Guide based on your agency's work
 - o. One (1) PowerPoint deck with information from the facilitation and guidance for use with presentation to the governing body and others
 - p. All necessary CFAI model document set-up on the shared web site for agency use;
15. Twelve – sixteen hours of on-site facilitative training activity to include:
 - a. One CPSE technical advisor instructional delivery and writing activity work sessions on the CFAI Model requirements of self-assessment
16. CPSE subject matter expert feedback on all draft category and criteria documents; and
17. Facilitation of up to eleven (11) 60-minute CPSE facilitator/agency web meetings for CFAI self-assessment category and criteria draft document review and/or discussion.
18. One (1) digital copy of the self-assessment site study report to use as a guide as the agency considers its readiness for CFAI Candidate Agency status.



CPSE RESOURCES

CPSE's Technical Advisor Program Manager will oversee this project to ensure that the end-result of each project component has a satisfied client whose expectations are fully met. The community risk assessment/standards of cover project component will have an assigned Senior Technical Advisor to facilitate all of the on-site instruction and a Senior Technical Advisor to critically review and guide all CRA/SOC final module work. The community-driven strategic plan component will have an assigned Senior Technical Advisor to facilitate the strategic planning onsite work and a second facilitator to assist with the strategic plan agency stakeholder work sessions. The self-assessment facilitation and site study component will have a program manager and three technical advisors (all veteran CFAI peer assessment team leaders) assigned to accomplish both facilitation and study report on all agency CFAI documents. A dedicated TAP Technical Support Specialist will ensure that all strategic planning, community risk assessment/standards of cover materials, and site study report are professionally prepared. Guiding publications and instructional workbooks will be provided for the agency's assigned team members.

ESTIMATED FEES AND EXPENSES

CPSE has estimated the following fees and expenses for this project:

The cost for CPSE to facilitate the development of the Delray Beach Fire Rescue's Community Risk Assessment/Standards of Cover component is \$37,200, a Community Driven Strategic Plan component is \$19,200, and a Self-Assessment Manual without site study project component is \$26,700, totaling **\$83,100 for all three components. For an accredited agency, CPSE is glad to extend a 10 percent discount of \$8,310 for a total proposed cost of \$74,790.00.**

This proposed cost includes all technical advisor time, travel expenses, documents, and instruments to facilitate all of the listed components. The facilitation process events will be scheduled according to an agreed upon statement of work. Any additional travel requested and approved by Delray Beach Fire Rescue will be billed by CPSE at actual cost and is above and beyond the proposed cost above.



ASSUMPTIONS

- The Delray Beach Fire Rescue is a municipal fire service agency that protects the residents, businesses, and visitors of the City of Delray Beach, Florida.
- Sean Gibson, Division Chief, is the key contact for this project.
- Please provide information regarding specific procurement requirements prior to the issue of a professional services agreement.
- The purpose of CPSE's Technical Advisor Program (TAP) is to coach, mentor, guide, and assist fire service agencies. Agency representatives will play an active role in developing their community-driven strategic plan, community risk assessment/standards of cover, and self-assessment manual.
- This proposal is valid for a period of sixty (60) days.
- CPSE and the Delray Beach Fire Rescue will execute a professional services agreement prior to the start of this project.
- CPSE and the Delray Beach Fire Rescue will execute an agreed upon statement of work governed by the professional services agreement prior to the start of this project that will be the sole document to govern the scope, methods, terms, and deliverables of this project.

INQUIRIES

Please contact CPSE with any inquiries regarding this proposal:

Brian R Dean, CFO

Technical Advisor Program Manager

Office: (703) 691-4620, ext. 209

Mobile: (407) 919-9862

Email: bdean@cpse.org



SAMPLE STATEMENT OF WORK

| Contract Price: \$74,790 | | | | |
|---|--|-----------------|-----------------------------------|--------------------------|
| Project Steps | Step Details | Step Timing | Step Responsibility | Step Billing |
| 1. Project Acceptance | <ul style="list-style-type: none"> Finalized Statement of Work Signed Professional Services Agreement Construction of Updated Shared Web Site | By TBD | CPSE and Delray Beach Fire Rescue | (1/18 of contract price) |
| 2. Project Executive Orientation | <ul style="list-style-type: none"> Discussion of final SOW and identification of resources needed for each step Overview of Shared Web Site Identification of CPSE and agency project points of contact | By TBD | CPSE | N/A |
| 3. Post Required Materials to Shared Site | <ul style="list-style-type: none"> Agency primary contact information Agency and community images, including high resolution agency logo Agency organizational chart Agency current mission and values, if available Agency background information, as available | By TBD | CPSE and Delray Beach Fire Rescue | N/A |
| 4. Invite Stakeholders | <ul style="list-style-type: none"> Send invitations to request community stakeholder participation in community stakeholder meeting Invite identified agency stakeholders and schedule the work session | By TBD | Delray Beach Fire Rescue | N/A |
| 5. Post Required Materials to Shared Site | <ul style="list-style-type: none"> List of community stakeholders List of agency stakeholders with rank/title and assignment (shift, station, etc.) | By TBD | Delray Beach Fire Rescue | N/A |
| 6. Community Stakeholder Meeting | <ul style="list-style-type: none"> Determine community stakeholder priorities of service delivery Determine community stakeholder expectations Receive community stakeholder input on positive and correctional issues | By TBD | CPSE | N/A |
| 7. Agency Stakeholder Work Sessions | <ul style="list-style-type: none"> Review input from community stakeholders Develop, revise, or update Mission Statement Develop, update, or revise Value Statements Establish Core Programs and Support Services Conduct environmental scanning Identify critical issue and service gaps Determine strategic initiatives with outcomes expected Develop Strategic Plan Goals, Objectives, and Critical Tasks Develop, update, or revise Vision Statement | TBD through TBD | CPSE | (3/18 of contract price) |



TOTAL SELF-ASSESSMENT FACILITATION without SITE STUDY PROPOSAL

| | | | | |
|---|--|-----------------|-----------------------------------|--------------------------|
| 8. Draft Report Published | <ul style="list-style-type: none"> Draft uploaded to shared site for agency review | By TBD | CPSE | N/A |
| 9. Review of Draft Report | <ul style="list-style-type: none"> Edits to draft report completed via Shared Site | By TBD | Delray Beach Fire Rescue | N/A |
| 10. Strategic Plan Finalized | <ul style="list-style-type: none"> Approval of final draft | By TBD | Delray Beach Fire Rescue | N/A |
| 11. Strategic Plan Issued | <ul style="list-style-type: none"> Delivery of one digital and ten (10) hard copies of the finalized Strategic Plan. Delivery of one digital Management and Implementation Guide | By TBD | CPSE | N/A |
| 12. CRA/SOC Process Executive Orientation | <ul style="list-style-type: none"> Discussion of the CRA/SOC process work plan Introduction of CPSE TAP facilitators and staff | By TBD | CPSE and Delray Beach Fire Rescue | N/A |
| 13. CRA/SOC Instruction Part 1 | <ul style="list-style-type: none"> Onsite tour of agency service area On-site instruction of the CRA/SOC Modules 1, 2, and 3 Instruction on use of the of the CPSE TAP CRA/SOC Module Templates | TBD through TBD | CPSE | (3/18 of contract price) |
| 14. Current Community Served and Fire Department Profile | <p>Agency Upload of CRA/SOC Module 1 & 2 Drafts</p> <ul style="list-style-type: none"> Identification of the community served (Module 1) History of fire department organization Existing fire department programs, and profile of emergency response deployment and coverage (Module 2) | By TBD | Delray Beach Fire Rescue | N/A |
| 15. Technical Review of Modules 1&2 | <ul style="list-style-type: none"> Technical Review of Modules 1 & 2 Drafts | By TBD | CPSE | N/A |
| 16. Invite Community Stakeholders | <ul style="list-style-type: none"> Send invitations to request external stakeholder participation in External Stakeholder Meeting | By TBD | Delray Beach Fire Rescue | N/A |
| 17. Instruction of CRA/SOC (Part 2) & Community Stakeholder Meeting | <ul style="list-style-type: none"> Tour and meeting with the agency's emergency communications center On-site review of agency CRA/SOC Module 1 & 2 drafts On-site instruction of the CRA/SOC Modules 3, 4, 5, and 6 | TBD through TBD | CPSE | (3/18 of contract price) |
| 18. Study of Community Hazards and Risks | <p>Agency Upload of CRA/SOC Module 3 Draft</p> <ul style="list-style-type: none"> Community All-Hazard Risk-Assessment Methodology applied Emergency Operations Critical Task Analysis Community Risk Classification and Categorization documentation Establishment of operation geographic planning zones | By TBD | Delray Beach Fire Rescue | N/A |
| 19. Web Meeting for Module 3 Review | <ul style="list-style-type: none"> Technical Review of Module 3 Draft | By TBD | CPSE | (1/18 of contract price) |



TOTAL SELF-ASSESSMENT FACILITATION without SITE STUDY PROPOSAL

| | | | | |
|---|--|-------------|----------------------------------|--------------------------|
| 20. Measurement of Systems Performance | <p>1. Agency Upload of CRA/SOC Module 4 Draft</p> <ul style="list-style-type: none"> Geographical analysis of first due and effective response force emergency unit distribution, concentration, and reliability data Emergency response performance data by response grid and planning zone | By TBD | Delray Beach Fire Rescue | N/A |
| 21. Web Meeting for Module 4 Review | <ul style="list-style-type: none"> Technical Review of Module 4 Draft | By TBD | CPSE | N/A |
| 22. Evaluation of Emergency Response Delivery Systems | <p>Agency Upload of CRA/SOC Module 5 Draft</p> <ul style="list-style-type: none"> Establishing agency benchmark emergency response objectives Establishing agency baseline emergency response objectives Establishing emergency response gaps by risk classification and category of severity | By TBD | Delray Beach Fire Rescue | N/A |
| 23. Web Meeting for Module 5 Review | <ul style="list-style-type: none"> Technical Review of Module 5 Draft | By TBD | CPSE | N/A |
| 24. Systems Management and Improvement Plans | <p>Agency Upload of CRA/SOC Module 6 Draft</p> <ul style="list-style-type: none"> Recommendations for emergency incident response gap closure and for improved incident outcomes Organization continuous improvement strategies | By TBD | Click or tap here to enter text. | N/A |
| 25. Web Meeting for Module 6 Review | <ul style="list-style-type: none"> Technical Review of Module 6 Draft | By TBD | CPSE | N/A |
| 26. Final CRA/SOC Web Meeting (optional) | <ul style="list-style-type: none"> Final web meeting held to perform last review and adjustments prior to layout, design, and publishing of the CRA/SOC document | By TBD | CPSE | N/A |
| 27. Publish Agency Community Risk Assessment/ Standards of Cover Document | <ul style="list-style-type: none"> CPSE edit, layout, design, and publishing of the agency's Community Risk Assessment/Standards of Cover Document. | By TBD | CPSE | (1/18 of contract price) |
| 28. SAM Project Executive Orientation | <ul style="list-style-type: none"> Discussion of final SOW and identification of resources need for each step Overview of the Shared Web Site | By TBD | CPSE | N/A |
| 29. Self-Assessment Writing Team Instruction | <ul style="list-style-type: none"> Instruction of the CFAI Model competencies and writing requirements for agency Self-Assessment Manual | TBD and TBD | CPSE | (2/18 of contract price) |
| 30. Upload of SAM Categories 1,3, and 4 | <ul style="list-style-type: none"> Agency upload of Category 1 Draft Agency upload of Category 3 Draft Agency upload of Category 4 Draft | By TBD | Delray Beach Fire Rescue | N/A |
| 31. Technical Review of Categories 1, 3, and 4 | <ul style="list-style-type: none"> Technical Advisor review and comment on Categories 1, 3, and 4 | By TBD | CPSE | N/A |
| 32. Upload of SAM Categories 2 and 5 | <ul style="list-style-type: none"> Agency upload of Category 2 Draft Agency upload of Category 5 Draft; Criteria A, B, C, D, E, F, G, H, I, (J, K, L, if applicable) | By TBD | Delray Beach Fire Rescue | N/A |



TOTAL SELF-ASSESSMENT FACILITATION without SITE STUDY PROPOSAL

| | | | | |
|---|---|--------|-----------------------------------|--------------------------|
| 33. Technical Review of Categories 2 and 5 | <ul style="list-style-type: none"> • Technical Advisor review and comment on Category 2, and the Criteria of Category 5 | By TBD | CPSE | (2/18 of contract price) |
| 34. Upload of SAM Categories 6, 7, and 8 | <ul style="list-style-type: none"> • Agency upload of Category 6 Draft • Agency upload of Category 7 Draft • Agency upload of Category 8 Draft | By TBD | Delray Beach Fire Rescue | N/A |
| 35. Technical Review of Categories 6, 7, and 8 | <ul style="list-style-type: none"> • Technical Advisor review and comment on Categories 6, 7, and 8 | By TBD | CPSE | N/A |
| 36. Upload of SAM Categories 9, 10, and 11 | <ul style="list-style-type: none"> • Agency upload of Category 9 Draft • Agency upload of Category 10 Draft • Agency upload of Category 11 Draft | By TBD | Delray Beach Fire Rescue | N/A |
| 37. Technical Review of Categories 9, 10 and 11 | <ul style="list-style-type: none"> • Technical Advisor review and comment on Categories 9, 10 and 11 | By TBD | CPSE | (2/18 of contract price) |
| 38. Final SAM Web Meeting (optional) | <ul style="list-style-type: none"> • Final Technical Advisor review and wrap up of SAM Categories and Criterion • CPSE & Agency exhibit preparation and site study discussion | By TBD | CPSE and Delray Beach Fire Rescue | N/A |



CPSE Technical Advisor Program Professional Services Agreement

This PROFESSIONAL SERVICES AGREEMENT, (together with any attachments referred to below, the “Agreement”) is dated as of [Click or tap here to enter text.](#), [Choose an item.](#), by and between the CENTER FOR PUBLIC SAFETY EXCELLENCE®, INC. (“CPSE”), 4501 Singer Court, Suite 180, Chantilly Virginia 20151, a Virginia not-for-profit corporation and the City of Delray Beach, Florida (“Agency”), 100 NW First Avenue, Delray Beach, Florida 33444. CPSE® and Agency are also referred to as the “parties” and each as a “party.”

The parties, intending legally and equitably to be bound, agree as follows:

1. Recitals

The Agency desires to retain the services of CPSE for the facilitation of a community—driven strategic plan, a community risk assessment/standards of cover, and a self-assessment manual without the optional site study. Appendix A -Statement of Work (SOW) outlines the specific services CPSE will provide to Agency.

2. Term

The Agreement shall terminate on or before September 30, 2024 unless mutually extended in writing by the parties.

3. Fees

Total contract price is \$74,790.00, and Agency shall pay fees in accordance with the schedule of fees and minimum payments included in Appendix A -SOW.

Agency agrees to perform Step Responsibility within the Step Timing as outlined in Appendix A – SOW. Should agency fall more than thirty (30) days behind the schedule, CPSE, at its discretion, may invoice agency an additional 5% per month of the total contract amount for the project delay.

CPSE shall periodically send invoices to Agency, and Agency shall pay CPSE on receipt of such invoice, but in no event later than 30 days after such receipt.

4. Technical Advisors

CPSE Technical Advisors working on projects under this Agreement may perform similar services from time to time for others, and this Agreement shall not prevent CPSE from performing such similar services or restrict CPSE from so assigning the technical advisors provided to Agency under this Agreement. CPSE will make every effort consistent with sound business practices to honor the specific requests of Agency with regard to the assignment of its technical advisors; however, CPSE reserves the sole right to determine the assignment of its technical advisors.

5. Modification of Services

If Agency wishes to change Appendix A -SOW or wishes to obtain additional Services not listed in Appendix A - SOW, Agency through its authorized signatory shall so advise CPSE in writing. If the requested Service is within CPSE’s scope, such Services shall be performed following the issuance of a change order. If CPSE performs the Services in response to Agency’s written request, the charges for such Services and other terms and conditions of performance shall be governed by this Agreement.

6. Right to Assurance

Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform according to Appendix A - SOW, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made, and no written assurance is given within fifteen



(15) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for automatic agreement termination.

7. Termination of Services

CPSE or Agency may at any time terminate this agreement upon fifteen (15) days prior written notice, stating its intention to terminate and the date upon which such termination shall be effective. Agency shall pay for all services rendered by CPSE up to the effective date of termination within thirty (30) days following the effective date of termination of such services.

8. Rights in Work Product

Unless otherwise agreed by the parties, all services rendered by CPSE under this Agreement and the product of such services manifested in documentation delivered to Agency ("Work Product") shall belong to and be owned by Agency. To the extent such Work Product qualifies as a "work made for hire" under applicable copyright law, it shall be considered a work made for hire, and the copyright shall be owned solely and exclusively by Agency. To the extent such Work Product is not considered as a "work made for hire" under applicable copyright law, CPSE hereby assigns and transfers all of CPSE's right, title and interest in and to such Work Product to Agency. The rights conveyed to Agency pursuant to this Agreement do not include rights to any preexisting CPSE Intellectual Property used, developed and refined by CPSE during CPSE's provision of Services under this Agreement. CPSE shall retain sole and exclusive ownership, right, title and interest, including ownership of copyright, with respect to CPSE's Intellectual Property.

9. Limitation of Liability

No action, regardless of form, arising out of the Services under this Agreement may be brought by either party more than one year after the cause of action has occurred, except that an action for nonpayment may be brought within one year of the date of last payment.

10. Force Majeure

CPSE shall not be held responsible for delay or default due to causes beyond its reasonable control, including but not limited to fire, floods, earthquakes, riot, acts of God or war, civil unrest, major weather event (e.g., tornado, blizzard, etc.), epidemics, pandemics or outbreak of communicable disease, quarantines, and failures of public carrier.

11. Conflict of Interest Statement

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

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

Any person assigned to this project by CPSE shall not serve as a peer assessor for the Commission of Fire Accreditation International (CFAI) for the Agency within a five (5) year time period.



CPSE Technical Advisor Program Professional Services Agreement

12. Notice

Any notice required or permitted to be sent under this Agreement shall be delivered by hand or mailed by certified mail, return receipt requested, or sent by reliable overnight carrier to the address of the parties first set forth in this Agreement.

13. Public Records

13.1 **IF CPSE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CPSE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVENUE, DERAY BEACH, FLORIDA, (5610 243-7050, EMAIL: publicrecordsrequest@mydelraybeach.com).**

13.2 CPSE shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, CPSE agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the Agency.
- b) Provide the public with access to public records on the same terms and conditions that the Agency would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat or as otherwise provided by law.
- c) Ensure that public records that are exempted or confidential and exempt from public records disclosure 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 records in possession of the CPSE at the termination of the contract and destroy any 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. All records shall be transferred to the Agency prior to final payment being made to the CPSE.
- e) If CPSE does not comply with this section, the Agency shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

14. Inspector General

CPSE is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from CPSE. CPSE understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CPSE to fully cooperate with the Inspector General when requested may be deemed by the Agency to be a material breach of this Agreement justifying its termination.

15. General

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

15.2 The laws of the State of Florida, United States of America, shall govern this agreement.



CPSE Technical Advisor Program Professional Services Agreement

- 15.3 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 agreement and CPSE’s proposal.
- 15.4 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.
- 15.5 In the event of any legal action between the parties hereto to enforce the provisions of this agreement, each party shall be responsible for their own attorney’s fees and costs incurred.
- 15.6 Neither this agreement nor any right or interest herein shall be assigned, transferred or encumbered without the written consent of the other party.

THE PARTIES ACKNOWLEDGE THAT THEIR AUTHORIZED REPRESENTATIVES HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND FURTHER AGREE THAT ALONG WITH ANY STATEMENT OF WORK IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Accepted by:

CPSE

X

Debbie Sobotka

Name

Chief Operating Officer

Title

Date

Signature: *K. Sobotka*

Email: greenk@mydelraybeach.com

Accepted by:

Click or tap here to enter text.

X

Click or tap here to enter text.

Name

Click or tap here to enter text.

Title

Date

Signature: *L. K. Toney*

Email: tomeyk@mydelraybeach.com












SS2023-011 CPSE Taps


Final Audit Report


2023-05-01


| | |
|-----------------|--|
| Created: | 2023-04-20 |
| By: | Sean Gibson (gibson@mydelraybeach.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAib_Dj9hve3b54j3E80aDnJ1SIGblsEn6 |


"SS2023-011 CPSE Taps" History


-  Document created by Sean Gibson (gibson@mydelraybeach.com)
2023-04-20 - 4:23:07 PM GMT- IP address: 151.132.106.34
-  Document emailed to Kevin Green (greenk@mydelraybeach.com) for signature
2023-04-20 - 4:27:42 PM GMT
-  Email viewed by Kevin Green (greenk@mydelraybeach.com)
2023-04-20 - 4:28:22 PM GMT- IP address: 107.115.94.58
-  Document e-signed by Kevin Green (greenk@mydelraybeach.com)
Signature Date: 2023-04-20 - 4:40:19 PM GMT - Time Source: server- IP address: 107.115.94.58
-  Document emailed to Keith Tomey (tomeyk@mydelraybeach.com) for signature
2023-04-20 - 4:40:21 PM GMT
-  Email viewed by Keith Tomey (tomeyk@mydelraybeach.com)
2023-04-20 - 5:44:44 PM GMT- IP address: 104.28.57.244
-  Document e-signed by Keith Tomey (tomeyk@mydelraybeach.com)
Signature Date: 2023-04-21 - 6:50:21 PM GMT - Time Source: server- IP address: 151.132.106.34
-  Document emailed to Hugh Dunkley (dunkleyh@mydelraybeach.com) for signature
2023-04-21 - 6:50:25 PM GMT
-  Email viewed by Hugh Dunkley (dunkleyh@mydelraybeach.com)
2023-04-21 - 10:15:37 PM GMT- IP address: 151.132.106.34
-  New document URL requested by Hugh Dunkley (DunkleyH@mydelraybeach.com)
2023-04-28 - 9:14:27 PM GMT- IP address: 151.132.106.34
-  Email viewed by Hugh Dunkley (dunkleyh@mydelraybeach.com)
2023-04-28 - 9:14:40 PM GMT- IP address: 151.132.106.34

 Document e-signed by Hugh Dunkley (dunkleyh@mydelraybeach.com)
Signature Date: 2023-04-28 - 9:14:57 PM GMT - Time Source: server- IP address: 151.132.106.34

 Document emailed to Jay Stacy (stacy@mydelraybeach.com) for signature
2023-04-28 - 9:14:59 PM GMT

 Email viewed by Jay Stacy (stacy@mydelraybeach.com)
2023-04-30 - 4:02:54 PM GMT- IP address: 76.108.99.31

 Document e-signed by Jay Stacy (stacy@mydelraybeach.com)
E-signature obtained using URL retrieved through the Adobe Acrobat Sign API
Signature Date: 2023-05-01 - 1:01:56 PM GMT - Time Source: server- IP address: 3.84.155.156

 Agreement completed.
2023-05-01 - 1:01:56 PM GMT