



**Center for  
Public Safety  
Excellence**

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**The Center presents a proposal  
to the**

**Milpitas Fire Department  
777 South Main Street  
Milpitas, California 95035  
(408) 586-2811**

**Brian E. Sturdivant  
Fire Chief**

**for a**

**Integrated All Hazards Risk Assessment  
&  
Standards of Cover Facilitation Process**

**June 19, 2013**



**Milpitas Fire Department, California**

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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 professional credentialing, 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 including strategic planning, integrated hazards and risk assessment, standards of cover 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 effectively progressing through a Standards of Cover process.



The Center's Technical Advisor Program has been designed to assist fire service agencies:

- With their involvement in all or parts of the accreditation self assessment process;
- In resolving or analyzing identified issues;
- In facilitating training and planning sessions, and;
- In providing or recommending additional education and professional development.

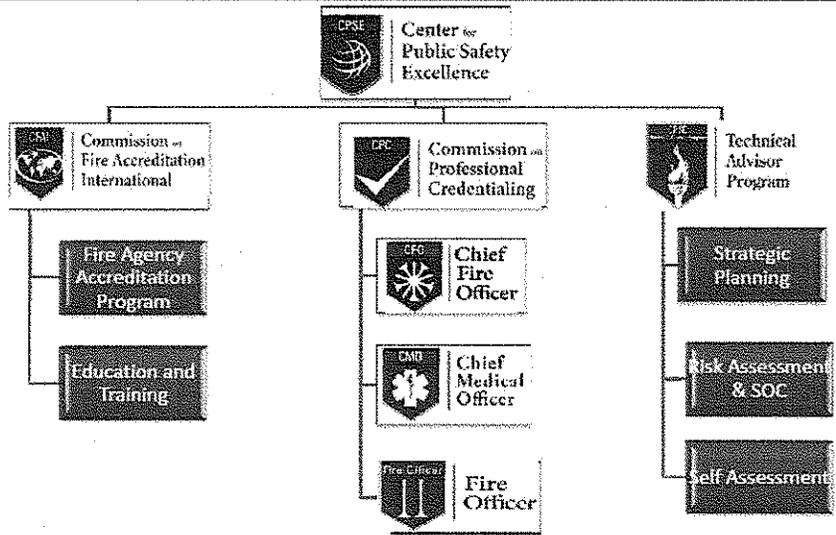
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# CPSE ORGANIZATIONAL CHART





## Project Philosophy

The purpose of the Center's Technical Advisor Program is to coach, mentor, guide, and assist fire service agencies. This proposal for an Integrated All Hazards Risk Assessment and Standards of Cover Process Facilitation outlines the assistance that can be provided to the fire service agency toward achieving their goal of completing a Risk Hazard Analysis and conducting the study necessary to measure current and future resource needs.

The Center defines the Standards of Cover document as:  
"Those written policies and procedures that establish the distribution and concentration of fixed and mobile resources of an agency."

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. An effective Integrated All Hazards Risk Assessment and Standards of Cover 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 process becomes the instrument for managing and tracking progress.

"Planning is bringing the future into the present so that you can do something about it now"

*Alan Lakein  
Time Management Expert*

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. A comprehensive community and agency 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.



## Scope of Work

The Center for Public Safety Excellence, Inc. (CPSE) will initiate the Integrated All Hazards Risk Assessment and Standards of Cover Process Facilitation for the Milpitas Fire Department, California with the following objectives.

### **Objective No. 1: SOC Process, Current Deployment and Community Hazard and Risk Assessment Instruction**

Two CPSE Technical Advisors will provide instruction of the CFAI Standards of Cover Workshop and a review of the *CFAI Standards of Cover, 5<sup>th</sup> Edition* text to the agency's Integrated All Hazards Risk Assessment and Standards of Cover (SOC) development team. Additional training will include properly documenting the Standards of Cover manual and use of the CPSE SharePoint website for document submission and review. Critical tasks for this objective include:

1. Reviewing of *CFAI Standards of Cover, 5th Edition*, The SOC process;
2. Reviewing of *CFAI Standards of Cover, 5th Edition*, Description of the community served and current fire rescue deployment;
3. Reviewing of *CFAI Standards of Cover, 5th Edition*, Integrated All Hazards Risk Assessment;
4. Providing documentation and software training to all agency team members; and
5. Reviewing work plan with all agency SOC team members.

*Completion of Objective No. 1 is estimated at three (3) days.*

### **Objective No. 2: Current Deployment Analysis**

Guided by a CPSE technical advisor by means of web conference, the agency's SOC team will conduct the research and draft of the following components of Module 1 of the Agency's Standards of Cover (SOC) manual.

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
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
3. Community Expectations
- A. Review of Community Expectation of the Fire Service Agency
4. Performance Goals
- A. Benchmark Goals
5. Existing Deployment - requires the mapping, measurement and understanding of the existing deployment.
- A. Brief History of Delivery System
  - B. Points of Service Delivery
  - C. Current Resources Deployed
  - D. Current Staffing
  - E. Current Capabilities

*Completion of Objective #2 is estimated at thirty (30) days, assuming that the agency has a GIS component available.*

### **Objective No. 3: Community Risk Analysis**

Guided by a CPSE technical advisor by means of web conference, the agency's SOC Team will determine what risk is present today and anticipated in the future, contrast resource capacity to risk demand, and then will conduct the research and draft of the following in Module 2 of the Agency's Standards of Cover (SOC) manual.

1. 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 Area
    - 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 determining resources required to respond to each risk
  - 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. Comparison to industry standards, CFAI criteria, and industry practices
- D. Establishment of Baseline Performance Objectives for each service provided.

*Completion of Objective #3 is estimated at seventy-five (75) days, assuming that the agency has a GIS component available.*

**Objective No. 4: Instruction of Performance History, Performance Measurement, Compliance Methodology and System Evaluation**

Guided by a CPSE technical advisor by means of web conference, the agency's SOC Team will determine what historical response time activity has occurred for each emergency response program in each of the immediate three past years.

*Completion of Objective #4 is estimated at seventy-five (75) days, assuming that the agency has a GIS component available.*

**Objective No. 5: Instruction of Performance Measurement, the Establishment of Emergency Response Benchmark and Baseline Performance Objectives, Compliance Methodology and System Evaluation.**

Two CPSE Technical Advisors will provide instruction of the Commission on Fire Accreditation International (CFAI) Standards of Cover, 5th Edition Sections 4-7 to all Agency SOC team members. Critical tasks for this objective include:

- 1. Review of *CFAI Standards of Cover*, 5<sup>th</sup> Edition, Performance Measurement;
- 2. Review of *CFAI Standards of Cover*, 5th Edition, Compliance Methodology; and
- 3. Review of *CFAI Standards of Cover*, 5<sup>th</sup> Edition, System Evaluation.

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

**Objective No. 6: Complete a Distribution/Concentration/Reliability Study**

Guided by a technical advisor by means of web conference, the agency's SOC 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 SOC 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. Effective Response Force (ERF)
5. Areas Outside of Performance Measure

Guided by a CPSE technical advisor by means of web conferencing, the agency's SOC 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 #6 is estimated at fifteen (15) days, assuming that the agency has a GIS component available.*

### **Objective No. 7: Develop Performance/Service Level Measures**

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

*Completion of Objective #7 is estimated at thirty (30) days, assuming that the agency has a GIS component available.*



**Objective No. 8: Develop Compliance Methodologies**

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

*Completion of Objective #8 is estimated at forty-five (45) days, assuming that the agency has a GIS component available.*

**Objective No. 9: Publish and Present the Standards of Cover (SOC) Manual to CEO**

The CPSE Technical Advisor Program Technical Support Team will publish the agency's Integrated All Hazards Risk Assessment and Standards of Cover document, and then the SOC 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 #9 is estimated at one (1) day.*

**Objective No. 10: Present Published Standards of Cover Manual to Governing Body**

The Chief Executive of the Fire Department and the SOC team will present their Integrated All Hazards Risk Assessment and Standards of Cover of the agency to the Governing Body.

*Completion of Objective #10 is estimated at one (1) day.*



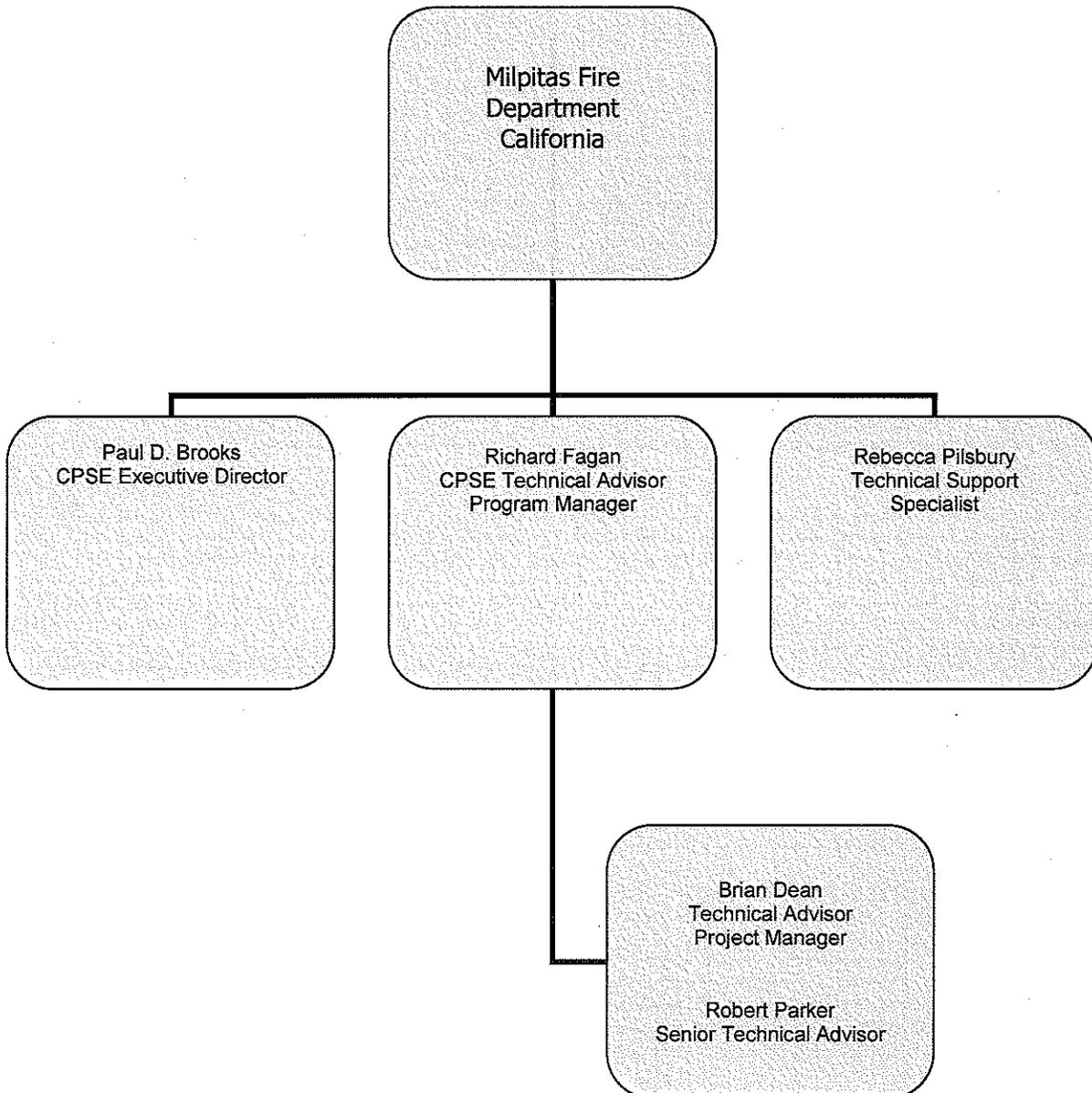
## **Deliverables**

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

1. Six days of on-site facilitation to include:
  - SOC instructional delivery to SOC Team members, and
  - SOC presentation to Fire Department Chief Executive Officer;
2. Ten to twelve 1 to 2 hour web conference review sessions;
3. Review and comment on all of the agency's hazard and risk analysis, supporting all draft conclusions and draft objectives;
4. Review and comment on the agency's complete Risk Hazard Analysis; and
5. The publishing of the agency Integrated All Hazards Risk Assessment and Standards of Cover document.



## Project Organization and Staffing





## Assigned Personnel

The Center for Public Safety Excellence, Inc. (CPSE) has proposed a project team for the Milpitas Fire Department Integrated All Hazards Risk Assessment and Standards of Cover Process Facilitation that is highly experienced in emergency services management assessments, and master, strategic, and growth management processes. The Center anticipates that the facilitation project team assigned to the Agency would consist of the following personnel; however the final assignment of project team members remains at the discretion of the Center:

### **Richard K. Fagan – CPSE 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 personally 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.

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)



**Associated Professional Accomplishments and Awards:**

- Chief Fire Officer Designation (CFO), Commission on Professional Credentialing, Center for Public Safety Excellence, Inc.
- 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
- Contributor, *Fire and Emergency Service Self Assessment Manual*, 8<sup>th</sup> Edition, CPSE/CFAI

**Associated Professional Memberships:**

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



## **PROJECT TECHNICAL ADVISORS**

### **Robert L. Parker – Senior Technical Advisor**

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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 Commission on Fire Accreditation, International since 1998. He was also a contributor to the *CFAI Standards of Cover, 5<sup>th</sup> Edition*, published by CPSE in 2008. He remains active with 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
- Adjunct College Instructor, Aims College, Colorado
- Technical Advisor, Center for Public Safety Excellence

#### **Associated Professional Accomplishments:**

- Executive Fire Officer (EFO), 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



- Contributor, *CFAI Standards of Cover, 5<sup>th</sup> Edition*, Center for Public Safety Excellence, 2008

**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



## **Brian Dean –Technical Advisor Program Project Manager**

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Chief Dean has been 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 is now serving as the Assistant Chief. The Winter Park Fire Department has been an internationally accredited agency since 2001. Chief Dean has served as the Accreditation Manager through two accreditation processes for the City of Winter Park Fire Department.

Chief Dean has additionally served as both a Peer Assessor Team Leader for the Commission on Fire Accreditation, International and a 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 Present

### **Relevant Experience**

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

### **Associated Professional Accomplishments**

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

### **Associated Professional Memberships:**

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



## Cost Quotation

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

**\$29,900.00 (USD)**

CPSE's formal bid includes all technical advisor travel expenses required to meet the obligations described in Scope of Work Objectives No. 1, No. 4, and No. 8, and which when completed satisfy the activities of Deliverable #1.

Any additional travel requested and approved by the Milpitas Fire Department will be billed by CPSE at actual cost, and is above and beyond the formal bid provided above.

### **Payment Schedule:**

The Milpitas Fire Department 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. The amount equal to 25% of the total contract price (\$7,475.00 USD) will be invoiced within 21 days of signing of contract;
- B. An amount equal to 25% of the total contract price (\$7,475.00 USD) will be invoiced at the completion of Objective No. 1;
- C. An amount equal to 25% of the total contract price (\$7,475.00 USD) will be invoiced at the completion of Objective No. 4; and,
- D. The remaining 25% balance (\$7,475.00 USD) shall be paid in full upon the completion of Objective No. 8.

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

Three (3) technical advisors will  
provide facilitation services over a 6 - 9 month timeframe.



### **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 Milpitas Fire Department, California 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 Standards of Cover Process 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 Standards of Cover Process 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 Integrated All Hazards Risk Assessment and Standards of Cover 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.

Any member of the Center for Public Safety Excellence, Inc. (CPSE) Standards of Cover Process Facilitation Project Team can not 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 Integrated All Hazards Risk Assessment and Standards of Cover 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

<b>CFAI</b>	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.
<b>Category Manager</b>	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.
<b>Commission</b>	Commission on Fire Accreditation International (commonly abbreviated as CFAI).
<b>CPSE</b>	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.
<b>Facilitate</b>	To make easier.
<b>Self Assessment Manual</b>	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> .
<b>Stakeholder</b>	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).



**Standards of Cover Document (SOC)**

The formal Community Hazard/Risk Assessment and analysis, along with 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 Milpitas Fire Department, California (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 Integrated All Hazards Risk Assessment and Standards of Cover process.

### **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 Integrated All Hazards Risk Assessment and Standards of Cover document.

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

- A. The amount equal to 25% of the total contract price (\$7,475.00 USD) will be invoiced within 21 days of signing of contract;
- B. An amount equal to 25% of the total contract price (\$7,475.00 USD) will be invoiced at the completion of Objective No. 1;
- C. An amount equal to 25% of the total contract price (\$7,475.00 USD) will be invoiced at the completion of Objective No. 4; and,
- D. The remaining 25% balance (\$7,475.00 USD) shall be paid in full upon the completion of Objective No. 8.

The Center, in consideration of a sum of \$29,900.00 (US), agrees to commence a facilitation that will provide guidance and services to assist the Agency in completing a Integrated All Hazards Risk Assessment and Standards of Cover document within a 6 - 9 month period.



Professional Services Agreement  
Milpitas Fire Department, California and CPSE  
Page 2

**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 services necessary to complete the Integrated All Hazards Risk Assessment and Standards of Cover document.

The Center agrees to furnish technical advisors and the scope of services and deliverables relating to the completion the Agency's Integrated All Hazards Risk Assessment and Standards of Cover 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:**

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

The laws of the state of Virginia shall govern this agreement.

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.

This agreement shall become effective upon \_\_\_\_\_ (date).



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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).

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.

Milpitas Fire Department, California

Center for Public Safety Excellence, Inc.

By: \_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Title*