



CPSE Technical Advisor Program Professional Services Agreement

This PROFESSIONAL SERVICES AGREEMENT, (together with any attachments referred to below, the "Agreement") is dated as of November 30, 2017, by and between the CENTER FOR PUBLIC SAFETY EXCELLENCE, INC. ("CPSE"), a Virginia not-for-profit corporation and Lexington-Fayette Urban County Government, Kentucky ("Agency"). 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 strategic planning process and development of a Community-Driven Strategic Plan. Appendix A -Statement of Work (SOW) outlines the specific services CPSE will provide to Agency.

2. Fees

Total contract price is \$16,800, and Agency shall pay fees in accordance with the schedule of fees and minimum payments included in Appendix A -SOW.

In addition to all other fees and charges payable under this Agreement, Agency shall be liable and pay to CPSE any amounts paid or incurred by CPSE relating to taxes based on such fees and charges applied to this Agreement or the Services rendered hereunder, regardless of how designated or levied, and whether incurred or paid during or after the termination of this Agreement.

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.

3. 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.

4. 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, and CPSE shall perform such Services 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.

5. Termination of Services

CPSE or Agency may at any time terminate this agreement upon thirty (30) 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.



6. 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.

7. 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.

8. Force Majeure

CPSE shall not be held responsible for delay or default caused by fire, riot, acts of God or war, civil unrest, major weather event (e.g. tornado, blizzard, etc.), and failures of public carrier, which was beyond CPSE’s reasonable control.

9. 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.

10. 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.



CPSE Technical Advisor Program Professional Services Agreement

11. General

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

The laws of the state of Kentucky, United States of America, 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 agreement and CPSE'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 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:

Accepted by:

CPSE

Lexington-Fayette Urban County Government, KY

X Preet Bassi

X Jim Gray

Preet Bassi
Name

Jim Gray
Name

Chief Executive Officer
Title

Mayor
Title

████████████████████ April 10, 2018

████████████████████ March 8, 2018

Date

Date



Appendix A: Strategic Planning Statement of Work
November 30, 2017

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 Shared Site 	Friday, June 1, 2018	CPSE and Lexington Fire Department	\$5,600
2. Project Executive Orientation	<ul style="list-style-type: none"> Discussion of final SOW and identification of resources need for each step Overview of Shared Site 	By Monday, July 2, 2018	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 background information, as available List of external stakeholders List of internal stakeholders with rank/title and assignment (shift, station, etc.) 	By Monday, July 16, 2018	Lexington Fire Department	N/A
4. Invite Stakeholders	<ul style="list-style-type: none"> Send invitations to request external stakeholder participation in External Stakeholder Meeting Schedule internal stakeholder work session 	By Monday, August 6, 2018	Lexington Fire Department	N/A
5. External Stakeholder Meeting	<ul style="list-style-type: none"> Determine external stakeholder priorities of service delivery Determine external stakeholder expectations Receive external stakeholder input on positive and correctional issues 	Monday, August 20, 2018	CPSE	N/A
6. Internal Stakeholder Work Session	<ul style="list-style-type: none"> Review input from External Stakeholders Develop, Revise or Update Mission Statement Develop, Revise or update Value Statements Establish core programs and support services Conduct S.W.O.T. Analysis Identify Critical Issues and Service Gaps Determine strategic initiatives with outcomes expected Develop goals, objectives, and critical tasks Develop, Revise or Update Vision Statement 	Tuesday, August 21, 2018 through Thursday, August 23, 2018	CPSE	\$5,600
7. Draft Report Published	<ul style="list-style-type: none"> Draft uploaded to Shared Site for Agency review 	By Tuesday, September 4, 2018	CPSE	N/A
8. Review of Draft Report	<ul style="list-style-type: none"> Edits to draft report completed via Shared Site 	By Friday, September 21, 2018	Lexington Fire Department	N/A
9. Strategic Plan Finalized	<ul style="list-style-type: none"> Approval of final draft 	By Friday, September 28, 2018	Lexington Fire Department	N/A
10. Strategic Plan Issued	<ul style="list-style-type: none"> Delivery of one digital and ten (10) hard copies of the finalized Strategic Plan. 	By Friday, October 5, 2018	CPSE	\$5,600

Acceptance:

Lexington-Fayette Urban County Government
Center for Public Safety Excellence (CPSE)

Initials of Authorized Party: Jim Gray, Mayor

Initials of Authorized Party: Preet Bassi, CEO

PB JG for JG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mclean Insurance Agency, Inc. 46179 Westlake Drive Suite 300 Potomac Falls VA 20165	CONTACT NAME: Michael Sullivan	
	PHONE (A/C No. Ext): (703) 790-5770	FAX (A/C, No): (703) 433-1959
E-MAIL ADDRESS: msullivan@mcleaninsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Ace Property & Casualty Company		20699C
INSURER B: Chubb Indemnity		12777
INSURER C: Lloyds of London		
INSURER D:		
INSURER E:		
INSURER F:		
INSURED Center for Public Safety Excellence Inc 4501 Singer Court Suite 180 Chantilly VA 20151		

COVERAGES **CERTIFICATE NUMBER:** CL17122706381 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			D521824633	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired Automobile Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			D521824633	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			D521825053	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7176-58-62	1/1/2018	1/1/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C				482709	1/1/2018	1/1/2019	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Lexington-Fayette Urban County Government 200 E Main Street Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Sullivan/SULLY 
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