



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.



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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 

X

Preet Bassi
Name

Jim Gray
Name

Chief Executive Officer
Title

Mayor
Title

February 1, 2018
Date

[Click or tap here to enter text.](#)
Date