



# CPSE Technical Advisor Program Professional Services Agreement

This PROFESSIONAL SERVICES AGREEMENT, (together with any attachments referred to below, the “Agreement”) is dated as of \_\_\_\_\_, 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.

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



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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 Agreement, including but not limited to, the prior discussion of terms, conditions, pricing or other offer parameters required by this Agreement.

CPSE is not presently suspended or otherwise prohibited from participation in this Agreement 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.

### 12. Notice



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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. 1<sup>ST</sup> AVENUE, DERAY BEACH, FLORIDA, (5610 243-7050, EMAIL: CITYCLERK@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.



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- 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.
- 15.7 CPSE shall indemnify and hold harmless the Agency and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Agency or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by CPSE or its employees, agents, servants, partners, principals, or subcontractors. CPSE shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The obligations of this section shall survive the term of this Agreement.
- 15.8 The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- 15.9 By entering into this Agreement CPSE acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." CPSE affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by CPSE, CPSE may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of CPSE.

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



# CPSE Technical Advisor Program Professional Services Agreement

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

Accepted by:

City of Delray Beach:

X

Shelly Petrolia, Mayor

**Name**

**ATTEST:**

Katterri Johnson, City Clerk

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

**Approved as to Form and Legal Sufficiency:**

Lynn Gelin, City Attorney