



City of Roswell

CONTRACT AGREEMENT

RFP #18-207-G

City of Roswell Police Department Gap Analysis

This Agreement made and entered into on the execution date; by and between the City of Roswell, Georgia, having its principle place of business at 38 Hill Street, Roswell GA 30075 and the Center for Public Safety Management, LLC (Contractor) having its principle place of business at 475 K Street NW STE 702, Washington, DC 20001.

WHEREAS, the City of Roswell has caused Request for Proposals (18-207-G) to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this contract. The Contractor is required to provide the services as called for in the Scope of Services; and

WHEREAS, the Contractor submitted a proposal in response to the RFP; and

WHEREAS, the Contractor's proposal was deemed by the City of Roswell to be the proposal most advantageous to the City;

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree to compensation according to the submitted proposal. The parties agree to compensation not to exceed Seventy-seven thousand, seven hundred and fifty dollars (\$77,750) for services to be provided as follows:

1 Statement of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the attached statement of work, and provide those Services as may additionally be specified in the Contractor's proposal in accordance with the terms and conditions of this agreement. The Statement of Work is typically included in the Contractor's final offer. If not, it will be included separately as Attachment C. Said specifications are hereby made a part of this agreement by reference.

2 Term of Contract

See RFP Section 6.3.

3 Independent Contractor

3.1 The Contractor shall be an independent Contractor.

The Contractor is not an employee, agent or representative of the City of Roswell. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Roswell Representative within ten (10) days after issuance of Notice of Award.

3.2 No False Representation

Inasmuch as the City of Roswell and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Roswell without the express knowledge and prior written consent of the City.

3.3 Invoices

The Contractor may submit progress invoices on a monthly basis for all Services performed in the preceding month. The City of Roswell shall pay undisputed portions of each milestone progress invoice within thirty (30) days of the date of the invoice.

4 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any negligent act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

5 Insurance

See RFP, Section 6.

6 Termination

6.1 Notice

Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Roswell shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

6.2 Termination for Lack of Funds

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

6.3 Termination for Convenience

The City may terminate, by written notice to the contractor, any resulting contract without cause. The City must give notice of termination to the Offeror at least 30 days prior to the effective date of termination. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

6.4 Immediate Termination

The City of Roswell may terminate the agreement immediately without prejudice to any other right of action or remedy in accordance with the further provisions of this Section.

6.4.1 Cause for Immediate Termination

If the contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Roswell of each occurrence.

6.4.2 Additional Causes for Immediate Termination

After five (5) days written notice fails to:

6.4.2.1 Maintain the required insurance, or;

6.4.2.2 In any other manner to perform the requirements of the RFP.

7 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

8 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Roswell's prior written consent.

9 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

10 Drug-Free and Smoke-Free Work Place

A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

The Contractor may be suspended, terminated, or debarred if it is determined that:

1. The Contractor has made false certification herein; or
2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

11 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

12 Policy on Hiring of Non-Resident Aliens

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and all its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or

subcontractors. Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

13 Inclusion of Documents

The Referenced RFP, any addenda thereto, and the Contractor’s Proposal submitted in response thereto, including any best and final offer, are incorporated in this Agreement; form an integral part of this agreement; and, are attached hereto as follows:

ATTACHMENTS:

- A - RFP Number: 18-207-G (Including all Addenda)
- B - Proposers Final Offer – Date: Initial Proposal received 8/17/2018, correspondence regarding travel NTE received 9/11/2018

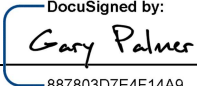
In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFP, as amended, and the Contractor’s proposal, the language in the former shall govern.

14 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statements, negotiations, and undertakings are suspended hereby. Either party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF ROSWELL:

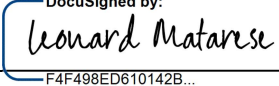
By:  _____
DocuSigned by: 887803D7E4F14A9...

Title: City Administrator

Name: Gary Palmer

Date: 10/3/2018

CONTRACTOR:

By:  _____
DocuSigned by: F4F498ED610142B...

Title: Managing Partner

Name: Leonard Matarese

Date: 9/20/2018 12:07:31 PM PDT