

## **AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and **LEXIPOL**, hereinafter referred to as “Contractor”.

## **RECITALS**

**WHEREAS**, the City currently uses Lexipol as its online library of police department policies that are updated in response to new updated federal and state laws. Lexipol’s learning platform, PoliceOne Academy, combines online training with features that manage credentials, build assignments, and track and report training hours.

**WHEREAS**, the Contractor and the City are entering into this Agreement for the above pursuant to a need of streamlining the City of Hyattsville’s Police Department’s training needs.

## **TERMS**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Contractor agree as follows:

This Contract shall be for a period of one (1) year beginning \_\_\_\_\_, 2022 and, unless sooner terminated as provided in this contract or extended with the approval of the City of Hyattsville, will end on \_\_\_\_\_, 2023 when the monetary amount of the contract is fully expended, or when the services are no longer

needed. No services shall be performed before the City of Hyattsville approves the Contract or after the Contract ends.

There are no auto renewals permitted under this Contract.

#### ARTICLE I. SCOPE OF SERVICES

The agreement shall include all work outlined in the recitals above and the Master Service Agreement, Exhibit A and Exhibit B.

#### ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of the Agreement and shall perform all other services required by this Agreement or by the City as expeditiously as is consistent with good professional skill and best industry practice. Time is critical factor in the successful execution of the terms of this Agreement.

#### ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will receive a fee as follows: \$3,838.05.

#### ARTICLE IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the entire Contract between the parties. Where there is a conflict between any of the contract documents and this Agreement, the language of this Agreement shall govern. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

- A. Sourcewell Contract 011822-LXP;
- B. Contractor's Master Service Agreement;

- C. Exhibit A to Contractor's Master Service Agreement; and
- D. Exhibit B to Contractor's Master Service Agreement, excluding  
Sections 11 and 12.6.

#### ARTICLE V. CONTRACTOR SERVICES

The Contractor agrees to perform its services under this Contract in such manner and at such times so that City and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the City.

#### ARTICLE VI. CITY'S RESPONSIBILITY

The City shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the City in writing of any information or requirements provided by the City, which the Contractor believes to be inappropriate.

#### ARTICLE VII. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval.

B. City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

F. Contractor shall not hire or pay any employee of the City or any department,

commission agency or branch thereof.

#### ARTICLE VIII TERMINATION

A. This Agreement may be terminated by the City at the City's convenience upon not less than thirty (30) days written notice to the Contractor.

B. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustment in the event of termination by the City. Fees paid prior to the City's termination for convenience are not eligible for refund, proration or offset.

#### ARTICLE IX. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

#### ARTICLE X. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

## ARTICLE XI. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of commercial general with minimum coverage of One Million Dollars (\$1,000,000.00) for each occurrence of bodily injury and property damage, One Million Dollars (\$1,000,000.00) for personal and advertising injury, Two Million Dollars (\$2,000,000.00) aggregate coverage for cyber liability, and Two Million Dollars (\$2,000,000.00) general aggregate coverage with a deductible no greater than \$20,000.00. Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

B. In addition, Contractor shall, throughout the term of this Agreement, the following types of insurance and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Workers' compensation insurance with minimum coverages of Five Hundred Thousand Dollars (\$500,000.00) per accident for bodily injury by accident, a policy limit of Five Hundred Thousand Dollars (\$500,000.00) for bodily

injury by disease, and Five Hundred Thousand Dollars (\$500,000.00) per employee for bodily injury by disease;

2. Commercial automobile liability insurance for all owned, hired, and non-owned automobiles not less than One Million Dollars (\$1,000,000.00) per each accident, as a combined single limit;

3. Umbrella Insurance coverage over employer's liability, commercial general liability, and commercial automobile liability with a limit of at least Two Million Dollars (\$2,000,000.00);

4. Professional liability/errors and omissions, and/or miscellaneous professional liability insurance of at least Two Million Dollars (\$2,000,000.00) per claim or event and Two Million Dollars (\$2,000,000.00) annual aggregate;

5. Network security and privacy liability insurance with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

## ARTICLE XII. INDEMNIFICATION

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a direct result of Contractor's sole negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the City, in defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Contract. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

## ARTICLE XIII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

## ARTICLE XIV. MISCELLANEOUS

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to

the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. This Agreement, including the contract documents listed in Article IV, represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

F. The recitals above are hereby incorporated into this Agreement.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their proper and duly authorized officers, on the day and year first above written.

**[The remainder of this page is intentionally left blank – signature page follows]**

CONTRACTOR

WITNESS/ ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Date

THE CITY OF HYATTSVILLE

WITNESS/ ATTEST:

\_\_\_\_\_

Clerk

By: \_\_\_\_\_(SEAL)  
Date