

AGREEMENT TO DEVELOP A PUBLIC SAFETY RESOURCE ALLOCATION STUDY FOR THE CITY OF NORMAN, OKLAHOMA

Matrix Consulting Group

THIS AGREEMENT, entered into this 24th day of October 2023 and effective immediately by and between Matrix Consulting Group (hereinafter called the "CONSULTANT" and the City of Norman, Oklahoma (hereinafter called "**CITY**"), WITNESSETH THAT,

WHEREAS, CITY desires to engage the CONSULTANT to develop Public Safety Resource Allocation Study.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- (1) **Employment of Consultant.** CITY agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services described in CITY'S amended Request for Proposals dated May 11, 2023 and incorporated into this Agreement as Attachment A **and** CONSULTANT'S scope of work as outlined in their Proposal dated October 2, 2023, and incorporated into this Agreement as Attachment B.
- (2) **Time of Performance.** All services to be performed hereunder by the CONSULTANT shall be completed within one hundred (180) days of the project start date unless this Agreement is terminated earlier as provided for herein.
- (3) **Compensation.** The CITY agrees to pay the CONSULTANT a sum not to exceed **One Hundred Eighty Eight Thousand and Forty Dollars (\$188,040.00)**. CONSULTANT agrees to complete the project and all services provided herein for said sum.
- (4) **Method of Payment.** The CONSULTANT shall bill monthly for hours completed to date as described in CONSULTANT'S Price Proposal. Total payments shall not exceed the amount shown in (3), Compensation, above. CITY shall pay invoices within thirty (30) days of receipt.
- (5) **Changes.** CITY may, from time to time require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the CONSULTANT, shall be incorporated in a written amendment to this Agreement that is signed by both parties.

- (6) **Services and Materials to be Furnished by CITY.** CITY shall furnish the CONSULTANT with all available necessary, non-confidential information, data, and material pertinent to the execution of this Agreement. CITY shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.
- (7) **Termination of Agreement.** If, for any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligation under this agreement, CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
- (8) **Records and Inspections.** CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of one (1) year after the completion of the project. CITY shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.
- (9) **Completeness of Contract.** This Agreement to Provide Professional Consulting Services to the CITY contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
- (10) **Insurance.** Consultant agrees to maintain insurance during the term of this Agreement: for comprehensive general liability in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate; automobile liability insurance in the amount of \$1,000,000; workers' compensation insurance in the amount of \$1,000,000 and professional liability in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate. CONSULTANT shall provide CITY with an insurance certificate which names the CITY as an additionally insured under the foregoing coverages.
- (11) **Assignability.** The parties hereby agree that Consultant may not assign, convey, or transfer its interest, rights, and duties in this Agreement without the prior written consent of CITY.
- (12) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties by private courier (e.g., FedEx, UPS, etc.) or in the United States mail, postage paid to the addresses noted below:
- (13) **Choice of Law.** This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with the law of the State of Oklahoma, without giving effect to any conflict of law or provisions thereof. Any action, litigation or proceeding of any kind whatsoever against the

other Party in any way arising from or relating to this Agreement and all contemplated transactions shall be instituted exclusively in the state or federal courts located in Oklahoma. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and waives any objection to such courts based on venue or inconvenience.

IN WITNESS WHEREOF, the Parties have executed this Agreement and authorized signatures below as of the date this date.

APPROVED by the Council of the City of Norman this ____ day of _____, 2023.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

MAYOR

CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2023.

CITY ATTORNEY

MATRIX CONSULTING GROUP



Richard P. Brady, President

Attachment A – City’s RFP

Attachment B – Matrix Proposal