

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 20th day of January, 2022, and to be considered effective beginning January 20, 2022, by and between the City of Norman, a Municipal Corporation (hereinafter referred to as "City") and Michael S. Bates, Labor Relations Consulting Services of Tulsa, Oklahoma, (hereinafter referred to as "Consultant") and provides as follows:

WHEREAS, it is necessary to employ a professional consultant to negotiate and/or possibly arbitrate successor bargaining agreements between the City of Norman and the International Association of Fire Fighters, the American Federation of State, County and Municipal Employees and the Fraternal Order of Police (the "Unions" or "Bargaining Units") covering the timeframe of fiscal year 2021/2022 and 2022/2023 as well as related employee/relations work as determined by City.

WHEREAS, the Consultant is a professional consultant capable of helping to set negotiations strategies, proposals, related materials, chairing negotiations or arbitrating/advocating collective bargaining agreements between Unions and a City as well as performing other employee/relations work.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Scope of Work. The Consultant agrees to provide consulting services to the City as follows:
 - 1.1 Provide expertise in strategy development and execution, planning and facilitation of employee/labor negotiations with the Unions to achieve finalized collective bargaining agreement between the City and the Unions.
 - 1.2 Provide oral and written reports as appropriate and/or as requested by the City.
 - 1.3 Perform other related employee/relations work as specified by the City.

2. Consideration. As consideration for the performance of the scope of work as set forth above, City agrees to pay Consultant the sum of ninety-five dollars (\$95) per hour for all documented hours worked whether at the City's facility or the office of the Consultant. Required travel time between Consultant's office and the City's facility are included as hours worked and shall be paid at the (half-time) rate of forty-seven and 50/100 dollars (\$47.50) per hour, billed in quarter hour increments. It is anticipated that the scope of work would reasonably require up to ninety-five (95) documented hours worked (the "hours estimate") annually for each of the respective contract negotiations for the three (3) unions or a total of two hundred eighty-five (285) hours of work. Brief telephone communications between the City and Consultant to schedule negotiations sessions or to determine availability will not count towards incremental billing.

3. Performance. Consultant agrees to perform the scope of work as defined herein in a professional manner:

- 3.1 Maintain the privacy and confidentiality of information.
- 3.2 Perform said work in the manner that is most cost-efficient for the City.
- 3.3 Adhere to applicable federal, state and local laws and regulations.
- 3.4 Report to the City any known issues found not in compliance with other City policy.

4. Extension. Should the Consultant require time to complete the work that is in excess of the total hours estimate set forth in Section 2 above, the City and Consultant agree to negotiate in good faith for an extension of this Agreement to allow for the additional time needed by the Consultant, with due regard to the timetable for completion of Negotiations.

5. Expenses. City additionally agrees to pay expenses to the Consultant, including, but not limited to:

5.1 Lodging as required, i.e., inclement weather, scheduling needs and/or work being performed for City. The choice of lodging facility is within the discretion of and/or subject to approval of the City.

5.2 All other expenses required and approved by the City for the Consultant to perform the scope of work described above.

5.3 Mileage at the standard IRS rate (current Federal mileage rate) for all miles traveled between the Consultant's office and the City of Norman, related turnpike tolls and any other pre-approved travel that may be made strictly on behalf of the City.

6. Payment. Consultant will submit invoices that detail charges by month and include an itemization and brief explanation of all hours worked per day in no less than one-quarter hour (15 minutes) increments, and including mileage and any other reimbursable expenses covering that period subsequent to the previous invoice. To the extent possible and reasonable, the billing will also be divided and denote which bargaining unit was involved in relation to the particular work being invoiced. Payment for said services shall normally be made by the City within twenty-one (21) calendar days following receipt and acceptance of invoice amount.

7. Default/Termination. The agreement may be terminated by either party during the primary term, or any extension thereof, upon thirty (30) days written notice to the other party. Upon the City shall pay the Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract.

8. Authority. The parties agree that the Consultant shall have no authority to bind the City of Norman to any agreement terms or language in an ongoing collective bargaining or arbitration settlement process with any of the three (3) Unions. That authority is reserved exclusively with the City Manager and/or Council of the City of Norman, Oklahoma, unless specifically delegated to a designee as a result of action taken by the City Manager and/or Council.

9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Consultant and the City concerning services to be performed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed and shall be effective from and after the day and year first above written.

APPROVED this 20th day of January, 2022.

CONSULTANT:

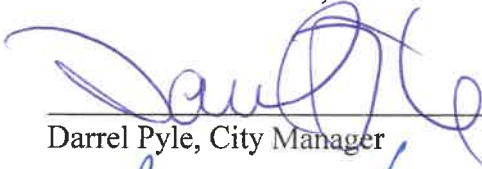


Michael Bates – Labor Relations Consulting Services

CITY OF NORMAN, OKLAHOMA



ATTEST



Darrel Pyle, City Manager



City Clerk

APPROVED as to form and legality this 27 day of January, 2022.



City Attorney