

CONSULTING SERVICES AGREEMENT

1. Parties

THIS CONSULTING AGREEMENT is made this 28th day of February 2017, between Tusa Consulting Services II, LLC ("CONSULTANT") and City of Norman, Oklahoma (CLIENT).

2. Statement of Services

- A. Scope of Agreement.** This Agreement contains the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements, proposals, negotiations, or other correspondence, whether written or oral relating to the provision of services by CONSULTANT to CLIENT. In the event of any conflict between the provisions of Appendix A and the provisions of this Agreement, the provisions of Appendix A shall prevail.
- B. Scope of Work.** Subject to the following terms and conditions, CONSULTANT shall provide consulting services in accordance with Appendix A, agreed to between the parties (the "Work"). The Appendix shall be executed on behalf of each of the parties. Any additional work (new or extended tasks) will be addressed by means of a Change Order.
- C. Responsibilities.** CONSULTANT shall appoint a Technical Representative for the Work to be performed and provide the technical direction of the Work.

3. Payment

- A. Time and Material.** All work performed by CONSULTANT shall be rendered on a fixed sum basis. CLIENT will pay CONSULTANT for the services performed under this Agreement in the amounts specified in Appendix A.
- B. Invoices.** Invoices shall be rendered on a monthly basis to CLIENT throughout the duration of the project. Payment shall be made by CLIENT to CONSULTANT within thirty (30) days from the date of each Invoice.

CONSULTANT _____
CLIENT _____

4. Confidentiality

- A. Definition of "Confidential Information."** The term "Confidential Information" shall mean matters relating to CLIENT's business activities that are in a written form clearly marked "Confidential", except such information which: (i) was previously known to CONSULTANT, (ii) is generally available to the public, or (iii) is subsequently disclosed to CONSULTANT by a third party who is not under any obligation to CLIENT.
- B. Standard of Care.** CONSULTANT shall use its best efforts to hold all Confidential Information in confidence for CLIENT. Upon termination of this Agreement CONSULTANT will deliver to CLIENT all CLIENT materials containing Confidential Information or make such other reasonable disposition of such materials as CLIENT may direct.

5. Proprietary Rights

- A. CLIENT Property.** Any programs, data, or other materials furnished by CLIENT for use by CONSULTANT in connection with the services performed under this Agreement shall remain the sole property of CLIENT. All such materials shall be returned to CLIENT upon receipt by CONSULTANT of the final payment for all Work performed. Any report or study submitted to the CLIENT by the CONSULTANT becomes the property of the CLIENT.
- B. CONSULTANT Property.** Any ideas, concepts, know-how, techniques, or sequences, developed during the course of this Agreement by CONSULTANT, or jointly by CONSULTANT and CLIENT, shall be the exclusive property of CONSULTANT.

6. Term, Termination

- A. Commencement Date.** This Agreement becomes effective on the date signed by CONSULTANT and CLIENT.
- B. Termination.** Unless otherwise provided, either party may terminate this Agreement at any time, provided the CLIENT reimburses the CONSULTANT for all work done up to and including the day of notice of termination.

CONSULTANT 
CLIENT _____

C. **Independent Contractors.** In the performance of this Agreement CONSULTANT is acting as an independent contractor and not as an employee or agent of CLIENT.

7. **General Provisions**

A. **Entire Agreement/Assignment.** This Agreement: (i) is the complete and exclusive statement of the agreement between the parties and supersedes all oral, written, and other communications between the parties relating to the subject of this Agreement; and (ii) may not be assigned or otherwise transferred by CLIENT without the prior written consent of CONSULTANT.

B. **Governing Law.** This Agreement shall be governed by the laws of the State of _____.

C. **Severability.** The failure by either party at any time to required performance of the other party of any provision of this agreement shall in no way affect the right of such party thereafter to enforce the same or any other provision, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach, or as a waiver of the provision itself.

D. **Titles.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

E. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, certified mail, return receipt requested:

(1) Dominic Tusa - Partner
Tusa Consulting Services II, LLC
75757 Highway 1082
Covington, LA 70435

(2) _____ ("CLIENT")

City of Norman, OK


and/or to such other person(s) and address(es) as either party shall have specified in writing to the other.

CONSULTANT 
CLIENT _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

CONSULTANT
Tusa Consulting Services II, LLC

CLIENT

By:  _____

By: _____

DOMINICK F. TUSA

2/15/17
Date _____

Date _____

CONSULTANT 
CLIENT _____

Contract K-1617-108

APPENDIX A

Phase 3 Implementation Services for City of Norman, OK.
 based on 24 month project schedule

<u>Task</u>	<u>Description</u>	<u>Total Hours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>	<u>Travel Expenses Invoice Actuals</u>	
<u>Implementation</u>						
	Estimated Weekly & Monthly Project Meetings (26 total trips)	416	\$150	\$62,400.00	\$46,150.00	
	Staging (2 person/one week)	80	\$150	\$18,850.00	\$6,850.00	
	Construction and System Installation	192	\$150	\$28,800.00	incl. w/weekly or monthly meetings	
	Fleetmapping & Radio Programming	200	\$150	\$30,000.00	incl. w/weekly or monthly meetings	
<u>Implementation</u>						
	System Functional Acceptance (FATP)	40	\$150	\$8,175.00	\$2,175.00	
	System Coverage Acceptance (CATP) (Estimated 4 person for one week)	160	\$150	\$34,500.00	\$10,500.00	
	Final Acceptance	40	\$150	\$8,175.00	\$2,175.00	
<u>System Documentation</u>						
	Technical	16	\$150	\$2,400.00		
	Civil	16	\$150	\$2,400.00		
<u>Administration</u>						
	Phase 3 Administration	96	\$60	\$5,760.00		
				Phase 3 Total	\$201,460.00	\$67,850.00
<u>Rate of Services</u>						
	<u>Description</u>	<u>Consultant</u>		<u>Hourly</u>		
	Project Principal	Nick Tusa		\$180.00		
	Project Manager	Dean Hart		\$150.00		
	Technical Advisor	Todd Mechler		\$150.00		
	Administrator			\$60.00		