

Agreement Between
CITY OF NORMAN, OKLAHOMA
and
MOORE IACOFANO GOLTSMAN, Inc.
for City of Norman Comprehensive Plan

This Agreement, made and entered into the day of *March*, 2016, by and between the *City of Norman, a municipal corporation P.O. Box 370, Norman, Oklahoma 73070 ("CLIENT")*, and **MOORE IACOFANO GOLTSMAN, Inc.**, a California corporation having a primary place of business at 800 Hearst Avenue, Berkeley, California, 94710 ("**MIG**").

RECITALS

WHEREAS CLIENT requires the assistance with a project to *develop a Comprehensive Plan to guide future development in the City of Norman* hereinafter referred to as ("Project") and as more fully described in this Agreement and

WHEREAS, MIG has offered to render certain specialized professional services in connection with this **Project**;

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. Term of Agreement. This Agreement shall cover services rendered beginning March 23, 2016. Work will not begin until *March 23, 2016*.

2. MIG's Services. MIG agrees to provide services described in **Exhibit A**, which is attached hereto and incorporated by reference into this Agreement.

3. Compensation. MIG's compensation shall be as outlined in Exhibit A, attached hereto and incorporated by reference into this Agreement. MIG's compensation for the services described under this Agreement shall not exceed \$449,999, unless the parties agree to a change in scope and/or compensation.

3.1 Extra Services beyond those basic services described in **Exhibit A** may be provided if requested by CLIENT and confirmed in writing by MIG.

4. Payment Terms. Payment for services shall be made per monthly invoice for services performed within 30 days of receipt of invoice. MIG may assess a late payment penalty of 1.5% per month on late payments. For extra services not a part of this Agreement, payment shall be based on hourly rates in Exhibit A.

5. Independent Contractor. It is agreed to that MIG shall act and be an independent contractor and not an employee of the CLIENT, and shall obtain no rights to any employee benefits which

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and not an employee of the CLIENT, and shall obtain no rights to any employee benefits which accrue to CLIENT's employees.

6. Assignments. Neither the CLIENT nor MIG shall assign this Agreement without the written consent of the other.

7. Changes to this Agreement. Except as provided herein, this Agreement may be modified only by a written agreement executed by CLIENT and MIG.

8. Insurance Requirements. During the term of this Agreement, MIG shall maintain, at a minimum, the following insurance.

8.1 General Liability. MIG shall maintain commercial general liability insurance in the amount of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, which protects it from claims for personal injury, bodily injury and property damage.

8.2 Automobile Liability. MIG shall maintain automobile liability coverage for non-owned and hired autos, in the amount of \$1,000,000.00 per occurrence which protects MIG from claims for bodily injury and property damage.

8.3 Workers' Compensation Insurance. MIG shall maintain workers' compensation insurance as required by State statutes.

8.4 Professional Liability MIG shall maintain insurance protecting it from damages arising from its professional acts, errors and omissions in the amount of \$1,000,000 per claim and in the aggregate.

8.5 Certificates of Insurance. Prior to commencing services, and on an annual basis thereafter, MIG shall, if requested, provide CLIENT with certificates of insurance attesting to existence of the insurance coverage required by this Agreement. Such certificates shall provide that no coverage shall be cancelled without 10 days written notice to CLIENT. In the event MIG does not obtain or maintain the coverage required by this Agreement, CLIENT may, at its option, terminate this Agreement.

9. Indemnification. To the extent allowed by law, CLIENT and MIG agree to indemnify, defend and hold each other harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by that party's negligent errors or omissions.

10. Ownership of Work Product. All documents and materials prepared pursuant to this agreement are the property of the CLIENT, although the MIG may retain physical possession of them for the convenience of the CLIENT. CLIENT shall have the unrestricted authority to

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publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this agreement. Unless, otherwise specified in writing by the CLIENT, MIG may presume that any document delivered to the CLIENT is a public document.

11. Mediation. CLIENT and MIG agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a third party mediator acceptable to the parties. The aggrieved party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

12. Severability. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

13. Client Responsibilities. CLIENT agrees to provide MIG with all information, surveys, reports, and professional recommendations and any other related items reasonably requested by MIG in order to provide its professional services. MIG may rely on the accuracy and completeness of these items. CLIENT agrees to provide such items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of MIG's services.

14. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Oklahoma.

15. Standard of Care. MIG shall provide its services in accordance with generally accepted standards of its profession.

16. Schedule. MIG's services shall be performed as expeditiously as is consistent with professional skill and care.

17. Termination. Either CLIENT or MIG may terminate this Agreement upon seven days' written notice. If this Agreement is terminated, CLIENT agrees to pay MIG for all services rendered and reimbursable expenses incurred up to the date of termination. Upon not less than seven days' written notice, MIG may suspend the performance of its services if CLIENT fails to pay MIG in full for services rendered or expense incurred. MIG shall have no liability because of such suspension of services or termination due to CLIENT's non-payment.

18. Entire Agreement. This Agreement represents the entire and integrated agreement between CLIENT and MIG and supercedes all prior negotiations, statements or agreements, either written or oral. There are no conditions, agreements or representations between the parties except as expressed herein. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

18. Notices. All notices hereunder shall be given in writing and mailed postage prepaid, addressed as follows:

City of Norman, Oklahoma
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A. To Client Name

City of Norman, Oklahoma

Susan Connors, Director, Planning and Community Development
201 West Gray Street, Bldg A
Norman, OK 73069

B. To Moore Iacofano Goltsman, Inc.

MIG, Inc.

Jay Renkens, Principal
158 Fillmore Street, Suite 400
Denver, CO 80206

19. Public and Media Relations. MIG shall be permitted to identify CLIENT as a customer, to use CLIENT's name in connection with proposals to prospective customers, to reference CLIENT on the MIG website and to otherwise refer to CLIENT in print or electronic form for marketing, publicity or reference purposes. However, MIG shall not publish CLIENT's confidential or proprietary information if CLIENT has previously advised MIG in writing of the specific information considered by CLIENT to be confidential or proprietary. MIG and CLIENT shall coordinate all publicity efforts relating to the work covered in this Agreement. Each party agrees to assist the other party in seeking to promote the work completed under this Agreement and to mention the other party in press and promotional materials. CLIENT agrees to credit and reference MIG in all material (print or electronic) relating to the work covered in this Agreement and to seek prior written approval for content that makes reference to MIG beyond simple mention.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT

By: _____

Date: _____

MOORE IACOFANO GOLTSMAN, Inc.

By: 
CEO

Date: 3.14.16