

PROFESSIONAL CONSULTATION AGREEMENT

THIS AGREEMENT is made and entered into this **22nd** day of **October, 2019**, by and between Crossing the Chasm, LLC, hereinafter referred to as "Consultant," and the City of Norman, Oklahoma, a municipal corporation, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, on February 12, 2019, City approved Contract No. K-1819-102, to retain Consultant as an Independent Contractor to provide professional consultation services as an ADA Technician;

WHEREAS, on _____, Consultant provided thirty (30) days written notice of termination in accordance with Section 5 of Contract No. K-1819-102, and Consultant's last day of services under Contract No. K-1819-102, was October 4, 2019; and

WHEREAS, although Consultant is no longer available to serve as City's ADA Technician, both City and Consultant desire to continue retaining Consultant as an independent contractor for professional consultation services related to the City's Americans with Disabilities Act compliance efforts on an as needed basis.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and promises herein set forth, Consultant and City agree as follows:

1. Term and Scope of Work.

The term of this agreement shall be October 22, 2019, through June 30, 2020, and shall be auto renewable annually on July 1st of each year, subject to annual appropriation of sufficient funding by the Norman City Council and subject to the termination provisions outlined in Section 4. Consultant shall provide professional consultation services to City, including, but not limited to, conducting trainings, leading meetings, and other Americans with Disabilities Act ("ADA") related professional services, as needed in accordance with the rate schedule attached as Exhibit A.

2. Consultation Fee.

Payment by City to Consultant for the provision of such professional consultation services shall be made in accordance with the standard rate schedule outlined in Exhibit A. The parties acknowledge that any change in the rate structure would require an amendment to this agreement. City hereby acknowledges that the rates indicated on Exhibit A do not include printing of materials. Consultant shall provide electronic copies of written materials to be distributed, and City shall be responsible for printing such materials at its own expense. Consultant shall invoice City for services performed within thirty (30) days after the performance of such services, and City shall pay such invoice within forty-five (45) days after receipt.

3. **Insurance.** Consultant shall provide City with proof of minimum insurance coverage as outlined below.

a. **Commercial General Liability** (including non-owned auto)

Bodily Injury/Property Damage	\$1,000,000.00	each occurrence
Personal Injury/Advertising injury	\$1,000,000.00	each occurrence
General Aggregate	\$2,000,000.00	each occurrence
Employment Practices Liability Insurance	\$10,000.00	

b. **Professional Liability**

\$1,000,000.00	per claim
\$1,000,000.00	annual aggregate

c. **Excess Liability**

\$1,000,000.00	per claim
\$1,000,000.00	annual aggregate

4. **Early Termination.** This Agreement may be terminated by Consultant or City with thirty (30) days written notice.

5. **Assignment.** This agreement shall not be assigned in whole or in part by any party hereto without written consent of the other party.

6. **Indemnification.** Consultant and City each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. Consultant and City each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of Consultant against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Consultant or any of Consultant's employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by the City or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by Consultant shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the City of any action, right, or remedy otherwise available to the City at common law.

7. **Governing Law and Forum; Attorney's Fees and Court Costs.** This Agreement and any claim or dispute related to this Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma and shall be heard in the District Court of Cleveland County, State of Oklahoma, or the United States District Court for the Western District of Oklahoma. This provision does not restrict the parties from attempting to seek a resolution through mediation, arbitration, or any other means of formal or informal alternative dispute resolution upon the written consent of both parties. The prevailing party in any action to construe or enforce this Agreement, or for breach of this Agreement, shall be entitled to that party's reasonable attorneys' fees and court costs.

8. **Entire Agreement.** This Agreement, including Exhibit A, constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter.

9. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, this Agreement is entered into the 22nd day of October, 2019.

Crossing the Chasm, LLC

City of Norman, Oklahoma

Jack McMahan, President

Mayor Breea Clark

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Attest: _____
Brenda Hall, City Clerk

On this _____ day of _____, before me personally appeared Jack McMahan to me known to be the identical person who subscribed the above and foregoing instrument and acknowledged to me that he executed the same as his free voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

Notary Public

My Commission Expires:

APPROVED as to form and legality this 14th day of October, 2019.

Kristina L. Bell
Kristina L. Bell, Assistant City Attorney