

**AGREEMENT BETWEEN THE CITY OF O’FALLON
AND McGRATH CONSULTING GROUP, INC. FOR A
POLICE & EMS DEPARTMENT REVIEW AND ASSESSMENT**

THIS AGREEMENT made by and between McGrath Consulting Group, Inc., hereinafter called the Consultant, and the City of O’Fallon, hereinafter called the City.

WHEREAS, the consultant submitted a revised proposal, dated January 2014, to the City to conduct a comprehensive fire & EMS department review and assessment for the City of O’Fallon.

NOW, THEREFORE, the parties (the City and the Consultant) do mutually agree to the following:

The City shall engage the Consultant to perform the work described in its revised proposal of January 2014, referred to as the PROJECT, which is incorporated herein by reference.

The project shall be undertaken and completed in such sequence as to assure the expeditious completion and best carry out the purposes of the agreement. The draft report will be presented by the date indicated in the “Project Schedule” as outlined in the proposal; which could vary depending on the City’s signing the contract.

The Consultant agrees to complete the project in the agreed upon timeline for a total compensation of \$28,000 in consultation fees and expenses. The City agrees to pay the Consultant for work on the Project and expenses incurred, as the performance of such work is demonstrated by submission of an invoice for \$5,000 upon receipt of the signed contract; \$19,000 upon submission of the draft report; and the balance - \$4,000 upon submission of the final report. The City shall remit payment within 30 days of receipt of said billing. In consideration of this agreement, the City agrees to:

- Assure reasonable access to the members of each organization, i.e., fire & EMS department, and other appropriate employees.
- Afford prompt decisions on matters affecting the progress of the work.

GENERAL CONSIDERATIONS

1. **Ownership and Proprietary Information** - The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by consultant in the performance of consultant's duties under the terms of this contract shall at all times remain the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the City by consultant upon request so long as the City is not in default under other terms of this agreement.

2. **Nondiscrimination** – In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, or national origin with reference to the performance of this Agreement.

3. **Termination and Suspension**
 - a. This Agreement will continue in full force and effect until completion of the Project as described in the proposal unless it is terminated for nonperformance as outlined below.
 - b. If either party fails to perform as required by this Agreement, the other party may terminate it by giving written notice of such failure to perform and the intent to terminate. If the party receiving such notice does not cure its failure to perform with 20 days of such notice, the party issuing such notice may then terminate the Agreement by giving written notice of termination to the other party.
 - c. In the event of termination, the Consultant will be paid by the City for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Consultant will provide all work documents developed up to the time of termination after the City renders final payment for service.

4. **Successors and Assigns**- The City and the Consultant each bind the other and assigns, in all respects, to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Consultant of it interest in this Agreement without the written consent of the City shall be void.

5. **Compliance with Law** – The Consultant will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.
6. **Amendment of Agreement** – This Agreement shall not be altered, changed or amended except by mutual written agreement of the parties.
7. **Confidentiality** –Any confidential information provided to or developed by the Consultant in the performance of the agreement shall be kept confidential and not made available to any individual or organization by the Consultant without the prior written approval and consent of the City.
8. **Whole Agreement** – This agreement constitutes the entire agreement between The City and the Consultant. Any modification must be in writing and approved by the City and the Consultant. The agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter hereof, and all such covenants, agreements, and understands have been merged into this written agreement.
9. **Independent Contractors** – The Consultant and its agents and employees are independent contractors performing professional services for the City and are not employees of the Town. Nothing herein shall be construed as incurring for the Town any liability for Worker's Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by the Town if the Town and the Consultant were standing in an employer/employee relationship, and the Consultant hereby agrees to assume and pay all such liabilities.
10. **Subcontract** – The Consultant shall not subcontract any portion of the services to be performed under this agreement without the prior written prior approval of the City.

The parties have executed this Agreement, the day and year first above written.

Approved By:

By:

Honorable Gary L. Graham
Mayor City of O'Fallon

Tim McGrath
Tim McGrath, CEO
McGrath Consulting Group, Inc.

Date

2/3/2014
Date