

**THE CITY OF BROKEN ARROW &
INDUSTRIAL/ORGANIZATIONAL SOLUTIONS
MASTER CONSULTING AGREEMENT**

This agreement made and entered into April 17, 2018, by and between the City of Broken Arrow, Oklahoma, hereinafter designated as "the City," and **Industrial/Organizational Solutions, Inc.**, of Westchester, Illinois, hereinafter designated as "IOS."

WHEREAS, the City desires to contract with IOS from time to time to provide personnel selection consulting service, and the City and IOS desire to establish a master consultant agreement to define terms that will govern all personnel selection consulting services that are required;

NOW THEREFORE, the parties hereto agree as follows:

A. Task Order Request and Proposal

As the City requires specific consulting services, the City will submit a task order request (TOR) to IOS describing the requested services. IOS will provide a project plan and cost proposal in response to the TOR for the City's consideration. The City will have the option to engage the services of IOS based on the terms of the agreement and the project plan and cost specified in response to the TOR, or to reject IOS' proposal.

B. Compensation

Should the City accept IOS' proposal, IOS will agree to perform the tasks as enumerated in the proposal for the fee set forth in the proposal. IOS will submit invoices according to the following schedule: one-third upon project inception, one-third at project midpoint and, and one-third upon project completion.

II. Duties of the City

In consideration of the agreements on the part of the Consultant, the City agrees to:

1. Provide full cooperation by City staff and fire department employees as may be necessary to complete the assigned tasks.
2. Provide the necessary facilities in which to conduct the candidate orientation and the assessment center.
3. Pay any and all costs associated with independent contractors/assessor; such as, honorariums, lodging, mileage reimbursement, and meals. The City will provide lunch and refreshment during the assessment center process for assessors and role-players.

III. Term:

This agreement shall be effective as of the date written above and shall continue for no longer than one year. The agreement may be renewed for up to three additional one-year periods based on the mutual agreement of the parties.

IV. Governing Law:

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma. Venue shall lie exclusively in Tulsa County, Oklahoma.

V. Assignment:

IOS shall not delegate IOS duties under this agreement without the prior written consent of the City.

VI. Indemnify:

IOS shall indemnify and hold harmless the Department, its employees, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the City, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this agreement by IOS or anyone under agreement with IOS to perform duties under this agreement.

VII. Confidentiality:

IOS shall not disclose any documentation and information disclosed to the IOS in the course of its performance of duties hereunder with respect to the past, present and future City business, services and clients without the express consent of the City.

VIII. Complete Agreement and Amendment:

This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

IX. Severability.

If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year written below.

INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC.

By: Chad Ayers

Title: President

Date: 4-6-18

CITY OF BROKEN ARROW:

By: _____
Mayor

Date: _____

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Lesli Myers
Deputy City Attorney
Asst.