

AGREEMENT
between
THE CITY OF COCONUT CREEK
And
THE CITY OF MARGATE
And
MATRIX CONSULTING GROUP, LTD
for
COMPREHENSIVE ANALYSIS OF FIRE SERVICES
RFP NO. 10-11-17-10

THIS AGREEMENT is made and entered into this ____ day of _____, 2017 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "CITY"), THE City of Margate, a municipal corporation with its principal offices located at 5790 Margate Boulevard, Margate, Florida 33063 ("MARGATE") and Matrix Consulting Group, LTD, with offices located at 201 San Antonio Circle, Suite 148, Mountain View, CA 94040 (the "CONSULTANT") to provide Comprehensive Analysis of Fire Services pursuant to RFP No. 10-11-17-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the CITY, MARGATE and CONSULTANT agree as follows:

1) The Contract Documents

The Contract documents consist of this Agreement, conditions of the Contract of RFP No. 10-11-17-10, all addenda issued prior to, and all modifications issued after execution of this Agreement. These Contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The CONSULTANT shall perform all work for the CITY and MARGATE required by the Contract documents and as set forth below:

- a) The services to be rendered by Matrix Consulting Group, LTD under this Contract are set forth in Exhibit "A" - Proposal attached hereto.
- b) CONSULTANT shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- c) CONSULTANT shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the CONSULTANT, its employees, agents or subconsultants, if any, with respect to the work and services described herein.

3) Contract Price

The Agreement shall be performed in current funds pursuant to RFP No. 10-11-17-10 for the Contract price of FORTY-FIVE THOUSAND Dollars and ZERO cents (\$45,000.00) which includes all travel expenses and a presentation of the final project report by the CONSULTANT to the Coconut Creek and Margate City Commissions at a public meeting to be determined at a later date.

MARGATE shall be responsible for paying Twenty-two Thousand Five Hundred Dollars and zero cents (\$22,500.00) and CITY shall be responsible for paying Twenty-two Thousand Five Hundred Dollars and zero cents (\$22,500.00).

4) Payments

Payments are to be made in three installments. Ten (10) percent upon execution of the contract, fifty (50) percent upon delivery of draft data report, and forty (40) percent upon delivery of draft final report.

Payments by Electronic Funds Transfer (EFT) (preferred method) shall be sent to:

Routing No.:

Account No.:

Payments by check to the CONSULTANT shall be sent to:

5) Schedule

The schedule for services to be rendered by CONSULTANT is set forth in Exhibit "A" - Proposal attached hereto. The project and final deliverables shall be completed by March 2018.

6) Independent Consultant

CONSULTANT is an independent CONSULTANT under this Agreement. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY or MARGATE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONSULTANT.

7) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the CONSULTANT without the express written consent of the Coconut Creek and Margate City Commissions which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the CONSULTANT.

8) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager

City of Coconut Creek

4800 West Copans Road

Coconut Creek, FL 33063

With a copy to the City Attorney at the same address.

MARGATE

City Manager

City of Margate

5790 Margate Boulevard

Margate, FL 33063

With a copy to the City Attorney at the same address.

CONSULTANT

Richard Brady, President
Matrix Consulting Group, LTD
201 San Antonio Circle, Suite 148
Mountain View, CA 94040
Phone: (650)-858-0504
Email: rbrady@matrixcg.net

9) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commissions of the City of Coconut Creek and Margate in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

10) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the 17th Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

11) Signatory Authority

The CONSULTANT shall provide the CITY and MARGATE with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

12) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

13) Merger; Amendment

This Agreement constitutes the entire Agreement between the CONSULTANT, the CITY and MARGATE, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by the CONSULTANT, the CITY and MARGATE.

14) Disclosure and Ownership of Documents

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY and/or MARGATE or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by law. All drawings, maps, sketches, programs, database, reports and other data developed, or purchased, under this Contract for or at the CITY's/MARGATE's expense shall be and remain the CITY/MARGATE property and may be reproduced and reused at the discretion of the CITY/MARGATE.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and

the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Matrix Consulting Group, LTD, signing by and through Richard Brady, President, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi, City Manager _____
Date

Leslie Wallace May _____
City Clerk Date

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney _____
Date

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CITY OF MARGATE

ATTEST:

Samuel A. May, City Manager

Joseph J. Kavanagh,
City Clerk

Date

Approved as to form and legal sufficiency:

_____, City Attorney

Date

CONSULTANT

ATTEST:

Center for Public Safety Management, LLC

(Corporate Secretary)

Signature of President/Owner

Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

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CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

:SS

COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 2017.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.