
TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: January 8, 2019

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Consulting Services Agreement- MGT of America Consulting, LLC.

Submitted for your approval and execution is the attached Consulting Services Agreement between the Board of County Commissioners on behalf of the Tulsa County Sheriff's Office and MGT of America Consulting, LLC. to perform a comprehensive costs analysis to include both direct and indirect costs to determine the daily inmate per diem rate at the David L. Moss Criminal Justice Center.

Respectfully submitted for your approval and execution.

MME/skb

ORIGINAL: Michael Willis, County Clerk, for the January 14, 2019 agenda.

CONSULTING SERVICES AGREEMENT

By and Between

**Board of County Commissioners of Tulsa County, Oklahoma on behalf of
the Tulsa County Sheriff's Office
and
MGT of America Consulting, LLC.**

THIS AGREEMENT is made this 7th day of January 2019, by and between the Board of County Commissioners of Tulsa County, Oklahoma on behalf of the Tulsa County Sheriff's Office ("Client") and MGT of America Consulting, LLC., a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description and scope of Services.

MGT shall, as an independent contractor, provide the following services ("the Services").

- ❖ Perform a comprehensive cost analysis to include both direct and indirect costs to determine the daily inmate per diem rate from intake to release based on the overall inmate population at the David L. Moss Criminal Justice Center. This analysis will cover the fiscal years ended:
 - June 30, 2018
- ❖ Prepare a professionally formatted report which explains and displays the results of the jail rate analysis, including sources of all data utilized.
- ❖ Provide one on-site presentation of the jail rate analysis results.
- ❖ Provide up to 4 hours of support for the jail rate analysis after the completion of the project.
 - This support is intended to cover responses to audit inquiries or questions from other impacted parties interested in the results of the study.
 - Hours beyond the 4 included here will be billed according to the terms in the Compensation section of this contract.

2. Compensation.

For its work under this Agreement, MGT shall be paid on the following fixed fee schedule:

- ❖ The compensation for the jail rate cost analysis shall be a fixed fee of \$13,350.

Any additional related services not included in this proposal that the Client may request will be billed upon approval at \$180 per hour, plus travel expenses.

Progressive payments are requested based on achieving the following project milestones:

- ❖ 80% of the fee due upon submission of draft jail rate analysis calculations.
- ❖ 20% of the fee due upon completion and acceptance by the Client of the project deliverables.

MGT shall render invoices to Client for fees earned. Invoices shall be payable on receipt and will be delinquent 30 days from receipt by Client. No payment shall be withheld or delayed by Client when, or to the extent that, such delay is the result of Client's failure promptly to review and accept the product or the Services or to perform any act necessary for MGT to proceed or continue with providing the Services.

3. Term and Termination.

This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. For recordkeeping purposes, the term of this Agreement shall be from January 2, 2019 thru December 31, 2019, this contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation (or if, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rate of \$180/hr) for Services performed, plus expenses incurred, prior to termination.

4. Independent Contractor Status

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, and purport to act, or be deemed to be an agent, representative, employee or servant to Client.

5. Extension Options

Not applicable.

6. Miscellaneous

6.1. No Continuing Waiver

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

6.2. Entire Agreement.

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

6.3. Subcontracting and Assignment.

MGT may utilize subcontractors in performing the Services, but MGT shall remain

responsible to Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

6.4. Interpretation, Venue, and Severability.

This agreement shall be construed, interpreted, and enforced in accordance with Oklahoma law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought in the Oklahoma state court having jurisdiction in Tulsa County, Oklahoma.

6.5. Prior Performance.

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

6.6. Notices.

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows

If to MGT:

MGT of America Consulting, LLC.
Attn: Bret Schlyer, (FSMTN)
4320 West Kennedy Boulevard
Tampa, FL 32301

If to Client:

Fiscal Office
500 S Denver Room 303
Tulsa County Admin Bldg
Tulsa, OK 74103

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service of notice on a party.

IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

**Board of County Commissioners of Tulsa County, Oklahoma on behalf of the Tulsa
County Sheriff's Office**

Signature _____

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

MGT of America Consulting, LLC.:

Signature:



Name: J. Bradley Burgess

Title: Senior Vice President

Address 4320 West Kennedy Boulevard

City/State/Zip: Tampa, FL 32301

Federal Employer ID: 81-10878597

Nolan M. Fields IV 1-8-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY