

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This agreement ("Agreement") is made by and between the City of Coppell, Texas ("City") and Online Enterprises dba Online Business Systems, (the "Professional") acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render professional services for the City in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I
Term

1.1 This term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue for a term not to exceed 12 months.

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination the Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope Of Services

2.1 The Professional shall provide the services specifically set out in Exhibit "A".

2.2 The parties acknowledge and agree that any and all opinions provided by the Professional represent the best judgment of the Professional.

2.3 All materials and reports prepared by the Professional in connection with this Agreement are "works for hire" and shall be the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City. The City grants the Professional a perpetual, non-exclusive, irrevocable, royalty-free, world-

wide license to use, copy, display, distribute, transmit and prepare derivative works of Work Products produced under this contract.

Article III Schedule Of Work

The Professional agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by the Parties (the "Work Schedule").

Article IV Compensation And Method Of Payment

4.1 The City shall compensate the Professional for the services by payment of a fee in an amount not to exceed \$63,900.00 USD as set out in the schedule attached in Exhibit "A". Travel & living expenses are in addition and described in Exhibit 'A'.

Article V Devotion Of Time; Personnel; And Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Professional.

5.3 The Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement, including the exhibit attached hereto, constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by the Professional to which

the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the parties that the Professional in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Coppell, Texas
Attn: Michael Land
255 Parkway Blvd.
Coppell, Texas 75019
Facsimile No. (972) 304-3673

If intended for Professional:

Laura Hofmeister
Online Business Systems - Senior Director
200 – 115 Bannatyne Avenue
Winnipeg, MB Canada R3B 0R8
(O) 204-982-0292

6.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

6.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.11 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENCE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE PROFESSIONAL, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

6.12 Limitation of Liability

(a) *Express Understanding Regarding Risk Allocation.*

Customer acknowledges and agrees that the fees payable by it to Online pursuant to this Services Agreement and any Work Order have been or will be negotiated based upon a specific risk allocation between Online and the Customer, and that Online would not have entered into this services agreement and will not enter into any Work

Order but for the specific understanding reached with the Customer as to certain risks as set forth in this Section 11.

(b) *No Liability for Indirect Damages*

In no event shall Online be liable, regardless of the form of action, whether in contract under this Services Agreement or any Work Order or in tort (including negligence), for any indirect, incidental, consequential, special or punitive losses or damages of any nature or kind whatsoever including, but not limited to, losses or damages arising out of or resulting from this Services Agreement or any Work Order, any use of or inability to use the Services and/or any Deliverable, business interruption, lost or corrupted data of Customer or any third party, lost revenue or lost goodwill, failure to realize savings, or for any claim or demand against customer by any third party, even if Online may have been advised of the possibility of such losses or damages. Customer shall indemnify Online and save Online harmless from and against any and all liabilities, damages, losses, costs and expenses (including, without limitation, legal fees and disbursements) suffered or incurred by Online and arising out of or attributable in any manner whatsoever to any claim or demand by any third party.

(c) *Limited Liability for Direct Damages*

Regardless of circumstances, the cumulative liability of Online for direct losses or damages arising out of or resulting from this Services Agreement or any Work Order, any use of or inability to use the Services and/or any Deliverable or otherwise, shall in no event exceed the fees paid for any deficient Services or Deliverables under the relevant Work Order.

6.13 Audits and Records. The Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

6.14 Conflicts of Interests. The Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

6.15 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers,

agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Professional's employees involved in the provision of services under this Agreement.

- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

EXECUTED this 22 day of FEBRUARY, 2018.

City of Coppel, Texas

By: _____
Michael Land, City Manager


By:  _____
Laura Hofmeister, Senior Director

EXHIBIT "A"
SCOPE OF SERVICES

CITY OF COPPELL
SERVICES AGREEMENT

1 GENERAL INFORMATION

1.1 Summary

The following statement of work describes the scope of services proposed by Online Business Systems (The Professional). In summary, the statement of work is to provide Organizational Change Management Coaching & Mentoring Services.

1.2 Project Management

1.1.1 City's Project Manager

Jennifer Miller
Director of Finance

1.1.2 Professional's Project Manager

The Professional's Project Manager will be Kris Hiebert. The Professional may change Professional's Project Manager from time to time upon written notice to City.
Contact Information:

Kris Hiebert
Online Business Systems
khiebert@obsglobal.com

1.3 Deliverables

The individual tasks including a task description, the Deliverables associated with each task, the task prerequisites, the responsibilities of each Party, and the task completion criteria are described in more detail in below in Section 2.1 below.

1.4 Status Reports

Professional's Project Manager will summarize activities completed under this Project in written monthly status reports submitted to the City Project Manager. The status reports are due on the last day of the month and will include summaries of all activities and deliverables completed in the prior reporting period. The report shall include a list of any delayed items, a description of the problem, schedule impact, and a method of resolution. The item shall be carried over onto subsequent reports until the problem is resolved.

1.5 Order of Precedence

In the event there is a conflict between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict will be resolved by designating which portion of the Contract documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Contract the order of precedence shall be:

1. Amendments to the Contract
2. The Contract's terms and conditions
3. Change Orders
4. Task Orders
5. Exhibit A, Scope of Services

1.6 Task Orders and Change Orders

The City and Professional agree that if the City requires additional Services or Products, it may submit a Task Order to Contractor. The scope of work, schedule, Deliverables, and compensation for each project will be defined in the Task Order prior to commencement of the work. Task Orders are subject to the terms of this Contract. Agreed-upon changes shall not be retroactive and shall apply as of the effective date of the respective Task Order. Any changes to the scope of work, schedule, Deliverables, or compensation in a Task Order must be agreed upon by Professional and the City in writing via the Change Order process, outlined below.

Change Orders to a Task Order. The City reserves the right to make changes, at any time to a Task Order in the form of a Change Order agreed to in writing by the Parties. Professional agrees to timely alter the delivery of Products or Services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall execute an Amendment to the Contract as needed or adjust the fee accordingly, and if the amount of such adjustment is not calculable as a function of hours or tasks, the Parties shall negotiate in good faith a modified fee.

Survival of Orders. In the event that a Task Order/Change Order is not completed prior to the expiration of this Contract, the Task Order/Change Order shall survive the expiration of such until completion and all provisions of this Contract shall be considered active and in full force until the Task Order/Change Order reaches conclusion. In no case shall a new Task Order/Change Order be placed by the City or be accepted by the Professional after the expiration date of this Contract. The City reserves the right to make changes, at any time to a Task Order in the form of an amendment agreed to by the Parties. The Professional agrees to timely alter the delivery of Products or Services accordingly. If such changes materially

increase or decrease Professional's obligations, the City shall execute an Amendment to the Contract, and if the amount of such adjustment is not calculable as a function of hours or tasks, the Parties shall negotiate in good faith a modified fee.

In no case shall a new Task Order be placed by the City or be accepted by the Professional after the expiration date of this Contract.

1.7 Place of Performance

Most work under this Project is expected to be completed remotely. The Professional will be onsite, and work at the City's facilities as required by the needs of the project and identified in the project schedule.

The City to provide professional work space, a desk phone, internet access as well as access to both the City's facilities and the City's applications.

2 SCOPE OF WORK

Professional will provide a Senior OCM lead to provide coaching, leadership and expertise to the City for the ERP Finance implementation (the program).

The OCM lead will provide initial and ongoing coaching to identified change sponsors (City of Coppell leaders) to understand their necessary and visible involvement and to act as a neutral sounding board for challenges resulting from this change.

In addition to supporting the change sponsors, the identified City OCM team (OCM team) tasked with change management planning and execution would be a major focus for the OCM lead. This will involve:

- Meeting the OCM team.
- Assessing their knowledge and aptitude for change management effort.
- Sharing with the OCM team proven strategies and detailed plans for supporting package implementations such as the Munis ERP.

Professional will require access to and time from the OCM lead to do the following:

- Meet with the change sponsors to establish key relationships and coach them in their change-supporting roles.
- Meet with the OCM team to establish relationships, describe how change management should be applied to the Munis ERP program, and craft strategies and detailed plans for execution (shared from Professional's OCM Toolkit).

- Act in a coaching role, review OCM team deliverables and activities during the execution phase of the program, recommend further activities or tools to be used – utilizing email, phone/conference call, and in-person visits.
- Support the change sponsors throughout the implementation - over the phone and in-person.

2.1 Work Plan and Deliverables

The work plan is separated into two artifacts: a roadmap and deliverables descriptions. In this advisory role, this schedule is driven by the City's Tyler Munis project and resource availability.

Work Schedule (to be refined by end of week 1 with input from the City)

Item	Duration	(City of Coppell) OCM Team	(Online) OCM Lead	City of Coppell OCM Team - Activities & Deliverables	Online OCM Support – Activities & Deliverables
OCM foundation (kick-off and initial meetings)	Week 1 (onsite T-Th)	24hrs	40hrs	Attend meetings, review OCM approaches and tools, begin stakeholder meetings and document findings	Hold OCM kick-off meeting, meet with program manager and sponsor, determine OCM governance (roles, relationship with program), provide OCM team with OCM approaches and tools, meet with stakeholders incl. change sponsors
Gather intelligence for OCM strategy	Week 2 (remote)	24hrs	16hrs	Continue to meet with stakeholders, gather intelligence, and document findings	Review documentation, provide support via phone/Skype, provide guidance on next steps
Conclude intelligence gathering	Week 3 (onsite T-Th)	24hrs	40hrs	Conclude stakeholder meetings, document findings, meet with program manager and sponsor, formulate an initial/gap communication plan, provide input into draft OCM schedule	Review findings, attend meetings with OCM team, provide detailed plan for OCM strategy creation, assist with formulation of an initial/gap communication plan, draft OCM project schedule
Build OCM strategy	Weeks 4-5 (remote)	16-24hrs/wk	16hrs	Begin work on OCM strategy, hold follow up meetings	Review documentation incl. OCM strategy, provide support via phone/Skype
Complete OCM strategy build and	Weeks 6-9 (1 day onsite;	16hrs/wk	Onsite wk: 24hrs; other	Present findings and next steps to OCM lead, complete OCM	Review final OCM strategy, attend presentation(s), provide guidance on the

begin OCM plan creation	remaining wks remote)		wks: 8 hrs/wk	strategy, present OCM strategy to program manager, sponsor, and change sponsors, start to develop OCM plan	creation of OCM plan, discuss organizational design
Complete OCM plan creation	Weeks 10-13 (remote)	12-16hrs/wk	4-8hrs/wk	Complete OCM plan development, meet with stakeholder groups as required	Review final OCM plan, provide feedback and guidance on its upcoming execution
Execute OCM plan (Finance implementation)	Weeks 14+ (remote)	TBD	4-8hrs/wk	Execute OCM plan for Finance implementation incl. OCM temperature assessments, track execution progress, update sponsor and program manager	Review status reports and documents, meet with OCM team, provide support to OCM team on OCM plan execution, meet with sponsor, program manager, and other stakeholders as required
OCM touchpoint	Quarterly	8-12hrs	8-12hrs	Review OCM progress on phone or in-person with OCM lead	Review of OCM progress on phone or in-person with OCM team, meet with sponsor and program manager

3 **Budget**

The total contract value for this services agreement is \$63,900 USD plus travel and living costs. The budget and terms associated with the scope of work item (as defined in section 2 of this services agreement) is as follows;

The following pricing is based on a Time & Materials estimate and does not represent a Fixed Price. Pricing does not include applicable taxes.

Cost breakdown

Senior OCM Lead	Hourly Rate	\$150/hour
-----------------	-------------	------------

Tasks	Duration	Investment
Complete OCM Strategy & OCM Plan	Week 1 – Week 13	\$28,900 USD
6hr/week OCM Support	Week 14 – Week 52	\$35,000 USD
	Total Investment	\$63,900 USD

3.1 Travel and Living Costs

Travel and Lodging is in addition and estimated at \$4,800 USD for 3 planned visits. Additional visits are estimated at \$1,600 per visit for flights and accommodations.

If there will be a need to exceed the estimated cost in the performance of the Services, Professional will work with the City to review and have excess hours approved, and the additional cost in writing in advance of Professional expending time.

4 **PAYMENT SCHEDULE**

4.1 Schedule

Professional will invoice the City monthly on a Time and Materials basis as well as identified travel costs.

4.2 Payment Terms

The City shall issue payment for a submitted invoice within thirty (30) Calendar Days from the date of the invoice from the Professional. The Professional's invoices must contain Professional's name and address; invoice number; date of invoice; Contract number and date; Task and Subtask Number(s) completed, amount invoiced; and the title and phone number of the responsible official to whom payment is to be sent.

The City may stipulate how line items are entered on an invoice to ensure compatibility with the City's accounting and financial systems and to facilitate payment to the Professional.

5 TERM

The term of this contract is 52 weeks from the Award of Bid.