

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

This agreement ("Agreement") is made by and between the City of Coppel, 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 \$47,600.00 as set out in the schedule attached in Exhibit "A". This fee will include all travel & living expenses.

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: City Manager
255 Parkway Blvd.
Coppell, Texas 75019
Facsimile No. (972) 304-3673

If intended for Professional:
Shane Kilgallen
Online Business Systems - Director
200 – 115 Bannatyne Avenue
Winnipeg, MB Canada R3B 0R8
(O) 204-982-0200

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 17 day of FEBRUARY, 2017.

City of Coppel, Texas

By: _____
Clay Phillips, City Manager

By:  _____
Shane Kilgallen, 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 Project Management and Ad-Hoc Services to support the City of Coppell on the following initiatives:

- Time & Attendance replacement project, and
- Utility Billing projects.

1.2 Project Management

1.1.1 City’s Project Manager

Jerod Anderson

1.1.2 Professional’s Project Manager

The Professional’s Project Manager will be Andy Bhatnagar. The Professional may change Professional’s Project Manager from time to time upon written notice to City.

Contact Information:

Andy Bhatnagar
Online Business Systems
abhatnagar@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. A list of Status Report contents is included in Appendix A.

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 at the City's facilities. The Professional will be onsite, and work at the City's facilities as required by the needs of the project.

City of Coppell to provide professional work space, a desk phone, network and printing capabilities, as well as access to both the City's facilities and the City's applications.

2 SCOPE OF WORK

2.1 Time & Attendance and Utility Billing Projects

The PM will be responsible for the planning, management, and control on the City of Coppell's Time & Attendance and Utility Billing projects. This includes (i) the successful management of the implementation solution, on time, within budget and to the specified quality standards (ii) development and maintenance of a project plan (work breakdown structure and schedule), (iii) status reporting, communications, resource management, risk management, issues management, budget management and change management, (iv) the day-to-day management of project activities and (v) management of the Time & Attendance and Utility Billing Vendor relationships.

The PM role in relation to these two projects and for this Statement of Work represents a 50% role. There are other activities for the City of Coppell that will fulfill the remaining 50% of this role and are contracted in a separate Statement of Work. The Project Manager will balance the effort between multiple initiatives and apply the necessary effort and focus required as the initiatives move through their phases.

The Project Manager will report to the Project Sponsor and Project Steering Committee. The Project Manager will tailor the current project management framework at the City and work to refine it and close any framework gaps to ensure a solid framework is in place that fully supports the Time & Attendance and Utility Billing projects.

A detailed description of our approach and methodology can be found in **Appendix A – Project Management Fundamentals**

2.2 Work Schedule

The work is currently planned to be complete by June 30, 2017.

3 **Budget**

The total contract value for this services agreement is **\$47,600**. The budget and terms associated with the scope of work item (as defined in section 2 of this services agreement) is as follows;

	Budget	Terms
Time & Attendance, and Utility Billing Project Management Services	\$47,600	Firm Fixed Price
Total	\$47,600	

3.1 Travel and Living Costs

Invoice Amounts for the PM services are inclusive of any travel and living expenses.

4 **PAYMENT SCHEDULE**

4.1 Schedule

Project Management Services			
Invoice Date	Deliverable	Payment Amount	Sum of Payments
Incremental payments (invoiced monthly at month end)	Status Report or satisfaction with incremental progress on Deliverables outlined in Section 2 Scope of Work	\$9,520	\$47,600
Total Payment			\$47,600

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.

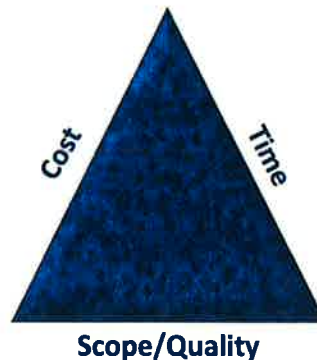
5 TERM

The term of this contract is 12 months from the Award of Bid.

6 Appendix A – Project Management Fundamentals

The Project Manager will follow standard principles for project management and while these fundamentals may be well known to some project participants and stakeholders, the Project Manager will ensure that a common understanding of the project management approach is understood by all project participants.

1. **Project Definition:** As with the standard definition of “Project”, the ERP Project will be defined as a temporary endeavor undertaken to create a unique product or service. (Projects are different from other ongoing operations in an organization, because unlike operations, projects have a definite beginning and an end - they have a limited duration. (Helpdesk support is not a project)).
2. **Business Focus:** Our project manager will help to ensure that all components of the ERP project are business-driven and business-focused. If any component of the project ceases to align with and support the overall goals and mission of the City, the Project Manager will collaborate with the Steering Committee and project participants to (re)assess project direction.
3. **Triple Constraint:** The Project Triple Constraint is defined by Scope (Quality), Cost (Resources) and Time (Schedule). It is usually represented by a triangle as follows:



These three elements of a project are highly inter-dependent. When one of these elements is reduced or increased, one or both of the other two elements will then also need to be reduced or increased. (An effect similar to adjusting one side of the triangle). There is a balancing of the three elements that only when fully managed, allows for the successful planning, resourcing and execution of a project. At the end of the day, these are the three key elements of a successful project and these are the things that our Project Manager will diligently manage through successful project completion.

4. **Baselining and project change management:** Baselining refers to an activity at the end of project planning where budgeted cost, time and scope/quality are recorded. It's almost inevitable that the project will encounter change throughout its life. Some changes will be undesirable and efforts will be made to avoid them. Some changes will introduce benefits and should be accommodated if

possible. Therefore, a project's success is not measured by how well it kept within the constraints of the original (baselined) cost, time and scope/quality. Rather, a project's success is measured by its ability to stay within the constraints of the sum of the original baseline plus all subsequently approved change requests. Our Project Manager will implement and manage this framework.

Defining an Implementation Plan

The PM will have overall responsibility for the development of the implementation plan. The implementation plan will be aligned with industry best practices for solution development. It will include components for quality management, planning, analysis, design, testing, deployment and turnover to support. Factors that will contribute to the overall structure of the implementation plan include the following:

- **Vendor Approach:** The Contracted System Integrator will likely have an implementation approach that will need to be considered and accommodated.
- **Deployment Approach:** Further project planning will provide insight on the preferred deployment approach (e.g. incremental or phased deployment, parallel processing, 'model office', 'mock implementations (dry-runs)', etc.).

The Project Manager will collaborate with the Project Sponsor, Project Steering Committee, contractors and consultants, the independent Quality Assurance and other project participants to develop and manage the ERP Project Implementation plan.

Defining, Refining and Managing an Integrated Project Plan

The integrated project plan will contain component plans that address key project management areas. These include organizational change management, scope management, schedule management, cost management, resource management (staffing), communications, Issues management, requirements management, quality management, risk management and quality Assurance. Our Project Manager will be responsible for ensuring that all the component plans are defined, continually revised so as to be continually up-to-date and managed through the life of the project. Descriptions of how component project planning will be performed for key areas is outlined in the sections below.

Project-Status/Project-Performance Reporting

We refer to the term 'Status Report' as a report that reports project status, project forecast and project performance.

Project status reporting will be the responsibility of the Project Manager and reports will be produced at least monthly.

The format of the status report will be that currently used by the BEAM project.

Key characteristics of good status/performance reporting

The reporting tool that the Project Manager develops for the ERP project will have the following characteristics:

1. Information is **Easy** to understand

2. As much useful information as possible can be **consumed quickly**
3. Serves **as wide an audience** as possible (project manager types, non-project manager types, technical, non-technical, etc.)
4. Information is **accurate**.
5. Information is **up-to-date**.
6. Producing the communication is as **non-onerous** as possible
7. The method is **flexible** so that it can change as requirements change

Ideally the reviewers of the status report will want to receive the same types of measurements every week. Switching from one metric to another will not show trends or provide week-to-week comparisons. That said, the process that the Project Manager will follow will also be flexible enough to accommodate changes to the project reporting requirements that will occur throughout the life of the project.

Graphical Reporting

Graphs and charts that report project progress, project performance and forecast will be used where possible.

Stage-Gate or Key-Milestone Reporting

Most stakeholders with an interest in project status/performance will not have the time or interest in assessing the planned v actual dates for all elements of a project plan (work breakdown structure). To address this, the Project Manager will leverage stage-gating or milestone reporting.

Milestones represent events on the project where there is delivery of a key solution component or project management artifact and where formal approval is required. Overall project progress will be measured by comparing milestone actual completion dates against milestone baseline completion dates. The number of milestones for the project will be kept at a 'manageable' level (perhaps one per month) and will be spread across the project timeline (as opposed to being bunched into a shorter timeframe).

Example key sections of a status report

The following represents key information that the Project Manager will include in the status report.

- Project picture (a graphical representation) of project status, project performance, forecast and issues/risks.
- Concise textual description (executive summary) of project status, project performance, forecast and issues/risks.
- Stage-gate or Key-Milestone progress table that reports actual days early/late for completed milestones and forecast days early/late for future milestones.
- High level summary of what was accomplished since the last report

- High level summary of what was planned and not accomplished since the last report
- High level summary of what is planned over the next couple of months
- High level summary of project change requests
- High level summary of open project issues/risks
- High level summary of upcoming approvals that will be required from the Project Steering Committee and other approvers

As mentioned previously, Online Business Systems hosts a methodology library (which includes many best practice processes, tools, templates, etc.). These processes, tools and templates will be available to the project (eliminating any necessary cost and effort if required, for the City to develop them from scratch). Also available to the project will be the experience and expertise of the consultants from Online's project management practice who will be available as needed to respond to any specific or unique queries.

The following sections outline how our firm through the services of our proposed Project Manager will address the needs of the Project.

Issues and Risk Management

Issues and Risk Management

The Project Manager's responsibility is to communicate a common understanding of the root cause of project-related issues and the resulting project implications. By identifying the root cause, the project team will be better equipped to identify options for resolution, which can be evaluated and analyzed so that a recommendation can be put forward. Depending on the nature, scope, and magnitude of the issue, the options and recommendation may be vetted via the Steering Committee for approval before moving forward. In this scenario, the issue, options, and implications of the options and recommendation will be clearly communicated to the Steering Committee so that they are enabled to make an informed decision. Project issues are tracked in an Issues Log to facilitate transparency, and effective tracking and reporting.

Risk Management

The Project Manager's responsibility is to ensure that standard risk management process is being followed to ensure that project risks have been identified, and properly defined, assessed, and mitigated. The purpose of the Risk Management Plan is to document project risks and any associated response plans. Response plans can include activities to mitigate, avoid, or transfer risk. The Risk Management plan is revisited throughout all project phases in the event new risks are identified or response plans are changed.

Best-practices risk management includes but is not limited to the following activities:

- **Risk Identification** - Identification that the risk exists
- **Risk Qualification** - Assessment of the probability of the risk trigger
- **Risk Quantification** - Assessment of the project impact
- **Risk Response Plan** - Planning to accept, avoid, defer, or mitigate the risk (contingencies)
- **Risk Control** - Review identified risks on a regular basis (at least monthly) and update Risk Management plans

Communications Management

The importance of project communications and reporting cannot be underestimated. It is not unusual to find industry reports that indicate upwards of 90% of a project manager's time is spent on communications.

The Project Manager will have overall responsibility for project communications as it relates to communications within the project and communications to entities and stakeholders outside the project. The City may appoint internal representatives for formal communications to the legislature, media, public and external entities.

The project manager will be responsible for liaising with the communications lead (if one has been appointed) and developing a communications plan that meets the requirements of the Project Sponsor and Project Steering Committee.

One of the key formal communications mechanisms is the weekly project status report prepared and distributed by the project manager.

With regard to project management reporting and project communications, experience shows:

- Every project is different and every project requires a customized communications and reporting approach that best meets the unique needs of project stakeholders and other participants. For example, a one-page weekly project status summary might best serve the needs of one stakeholder while another stakeholder might be best served with a daily, 5-minute phone-call.
- To realize the best possible project communications and reporting, techniques used will need to change (generally on an on-going basis) during the life of the project. Focus will change during the life of the project and as stakeholders and participants become more project savvy (during the life of the project) – their requirements will also change.

Communications Planning

During this activity, the following artifacts are used.

The Responsibilities, Accountabilities, Consult and Inform (RACI) Matrix

The RACI outlines Roles and Responsibilities, charting (i) what has to be done; and (ii) who has to do it. The output is a matrix showing the people involved, the functions to be performed and the degree of participation each person has in each function.

The Approvals Schedule

The Approvals Schedule will be developed after the project schedule and project artifacts and deliverables have been identified. It lists the actual deliverables, events and artifacts that will surface in the project, refers to the RACI to determine who serves in the related roles and specifies when the approval is expected (or has occurred). The Approvals Schedule gives approvers a forward view to what is expected of them throughout the remainder of the project.

The Communications Plan

The Communication Plan will identify all project participants and stakeholders and documents the level of content, frequency and medium agreed for on-going project communications.

Project Repository

A shared network drive or SharePoint site will be set up with (i) a folder hierarchy to store project artifacts; and (ii) read/write access for all project participants and stakeholders.

Information Distribution

On an ad-hoc or as-needed basis, the Project Manager will conduct in-person or by-phone meetings with Business Stakeholders to ensure project activities and direction are being communicated and that any information on changes in business requirements or direction are collected.

Scope Management

Project Scope Management relates to the management of changes that have a potential impact (positive or negative) on project scope as it relates to (i) deliverables/effort/quality, (ii) timeline, or (iii) financial cost.

A key to effective project management is to actually embrace change (shifting business priorities, new customer needs, competitive pressure, etc.). Good change is often characterized by the potential to increase the business value that will be delivered. While effective project management embraces change, it doesn't necessarily encourage it. Not all change is good – often it can be distracting and frustrating to the team and the overall organization. The key is to know when change is “good” and when it is potentially “bad”. An important project management function therefore is – Project Change Management. Our proposed Project Manager will be responsible for effective project change management.

The objectives will be to:

- minimize the negative effects of changes on projects
- monitor and control all change requests
- monitor and control all changes

Project changes take various forms. Changes to the project plan may creep in slowly (e.g. the planned testing stage extends day by day until it completes 4 weeks later). Alternatively, changes to the project plan may be identified in advance (e.g. a user inquires on the possibility of the development of seven more reports). Some changes may have little or no effect on the original project plan and estimate while others may have a significant effect.

Change requests can be initiated as follows:

- **Proactive:** Examples are requests that are made by the user or customer that compromise (i) the end date of a project, (ii) the cost of a project or (iii) the final deliverables or quality of the project. Examples of these types of change requests include a request for seven more reports in the delivered system or a request to include an extra status code on an on-line system or a request to have the new system provide a text file for down-loading to a spreadsheet.
- **Reactive:** These are requests (usually prepared by the Project Manager) that are in response to a risk or issue.

When the ERP steering committee approves the project baseline, they will delegate responsibility to the Project Sponsor, Project Manager and Project Team to complete the project according to plan. Any potential changes to the baseline will follow the project change management process outlined below.

Change requests will be identified as early as possible. They will be documented by the Project Manager, reviewed by the Project Coordination Group (if one has been established) and submit them to the Project Steering Committee and Project Sponsor for approval. The Project Steering Committee will either approve or reject the change request.

The Project Manager will be responsible for compiling change request forms and maintaining a summary of change requests in the Project Change Log.

Vendor Management

We understand that in addition to the core project management roles and responsibilities, a key role for the project manager is to actively manage the vendor relationship to ensure the quality and fit of the delivered system.

Vendor management also serves to maintain a positive and healthy working relationship between all parties while helping to reduce/eliminate issues such as miscommunication, and feature gaps (perceived or real) that create an adversarial relationship and can negatively affect the quality of the delivered solution.