

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the State of Oklahoma this 13th day of April 2018 by and between the City of Norman, a municipal corporation ("City"), and Sciens LLC ("Consultant").

WHEREAS, the City desires to hire the Consultant to perform certain consulting services specified herein; and

WHEREAS, the Consultant represents that the Consultant and/or the Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, the City and the Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish the City with professional consulting services as more particularly set forth in Exhibit A, Scope of Work, attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, the Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in the performance of similar consulting services.

4. Non-Exclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with the City Project Manager or designee ("Project Manager") and shall be performed under the general direction of the Project Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Principal in Charge

Consultant will designate one of its Partners as its principal-in-charge and person responsible for necessary coordination with Project Manager.

8. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement.

9. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Project Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

10. Term of Agreement

This Agreement shall begin upon approval by the City.

11. Termination

a. This Agreement may be terminated by City for any reason if an authorized representative of the City notifies Consultant, in writing, of the City's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or receipt of mailing of such notice. City agrees to pay Consultant in full for all amounts due to the Consultant up to the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant for any reason if Consultant notifies an authorized representative of the City, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or receipt of mailing of such notice. Consultant have been completed any assignments or tasks accepted by the Consultant prior to the date of termination.

12. Compensation

a. City agrees to pay Consultant in a not-to-exceed amount for services, including expenses, provided under this Agreement at rates provided in Exhibit B, Project Costs, attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant shall provide Project Manager with a completed Request for Taxpayer Identification Number and Certification as issued by the Internal Revenue Service (IRS Form W-9).

d. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

13. Method of Payment

a. City agrees to pay Consultant for the completion of each work element as identified in the Exhibit B, Project Costs, attached hereto and incorporated by this reference in full herein.

14. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

15. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

16. Records

a. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Project Manager within ten days, all project deliverables. Consultant may retain copies of these documents.

b. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

17. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Project Manager.

18. Indemnity

To the extent permitted by law, Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees,

subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

19. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit C, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the City, unless the City waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the City evidence of insurance coverage as specified in Exhibit C. Evidence of insurance coverage shall be forwarded to the City, addressed as specified in Exhibit C.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

20. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

21. Consultant Not Agent

Except as may specify in writing by an authorized representative of the City, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

22. Conflict of Interest

Consultant shall promptly inform Project Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

23. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Project Manager, which consent may be withheld for any reason.

24. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

25. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and City of Norman.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

26. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, tornado, earthquakes, or other disasters.

27. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

28. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of Oklahoma.

29. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

30. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

32. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

33. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

34. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

35. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

36. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Sciens LLC, 5900 South Lake Forest Drive, Suite 300, McKinney, Texas 75070.

b. Any notices to City may be delivered personally or by mail addressed to City of Norman located at 201 West Gray Street, Norman, OK 73069 attention City Clerk.

37. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Project Manager and Consultant.

38. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

EXECUTED this 13th day of MAR 2018.

City of Norman, Oklahoma

By: [Signature] (signature)
Robert Castleberry (printed)
Mayor Pro Tem / CHAIRMAN (title)

ATTEST:
[Signature]
City Clerk / SECRETARY
Approved on 3-13-18, 2018,
by the City Attorney's Office.
[Signature]

EXECUTED this 2nd day of March, 2018.

Sciens LLC

By: [Signature] (signature)
Ernest Pages (printed)
Partner (title)



Exhibit A

Scope of Work

Background

The City of Norman issued RFP #1516-41 and Sciens responded with a proposal in February 2016 for consulting services for the replacement of the Superion enterprise applications.

The City awarded RFP #1516-41 to another firm. As a result of that engagement the City selected multiple software providers to replace the functionality provided by the Superion system. The City has asked Sciens to update the previously submitted proposal in order to provide implementation support.

Scope of Work

Sciens Consulting is proposing to assist the City over a period of 40 months to implement the following Enterprise applications:

- Municipal Court: Tyler Incode
- Planning and Community Dev.: CityView
- Utility Billing: Advanced Utilities
- Core ERP: Tyler MUNIS
 - Phase 1: Financial Management
 - Phase 2: Human Resource Management
 - Phase 3: Facilities/Work Orders/Fleet
- Time & Attendance: IntelliTime

Sciens will provide the tasks outlined below over a period of 40 months, consisting of Monthly on-site status/planning meetings, weekly teleconferences and off-site vendor/staff coordination.

Project Tasks

Phase	Activity	Comment
Project Management	Overall Project Planning Review	Materials review, Onsite Kickoff – 3 days
	Weekly Vendor Management Calls	4 hours per week x 3 weeks x 40 months
	Quarterly Onsite Project Reviews	14 quarterly reviews x 2 days x 8 hours
Finance/Accounting and Document Management	Analysis & Design	Materials Review; Participation in Design Meetings for: Chart of Accounts, Business Practice Changes, Policy Changes, Document Management, Data Conversion, Forms Estimated based upon: 5 onsite visits x 2 days (80 hours) plus 24 hours offsite support
Utility Billing and Citizen Relationship Management	Analysis & Design	Materials Review; Participation in Design Meetings for Business Practice Changes, Policy Changes, Document Management Integration, Data Conversion, and Forms Estimated based upon: 5 onsite visits x 2 days (80 hours) plus 24 hours offsite support
Payroll & Human Resources	Analysis & Design	Materials Review; Participation in Design Meetings for Business Practice Changes, Policy Changes, Document Management Integration, Data Conversion, and Forms Estimated based upon: 2 onsite visits x 2 days (32 hours) plus 24 hours offsite support
Assets Management & Work Orders	Analysis & Design	Materials Review; Participation in Design Meetings for Business Practice Changes, Policy Changes, Document Management Integration, Data Conversion, and Forms Estimated based upon: 4 onsite visits x 2 days (64 hours) plus 24 hours offsite support
Community Development	Analysis & Design	Materials Review; Participation in Design Meetings for Business Practice Changes, Policy Changes, Document Management Integration, Data Conversion, and Forms Estimated based upon: 4 onsite visits x 2 days (64 hours) plus 24 hours offsite support
Municipal Court	Analysis & Design	Materials Review; Participation in Design Meetings for Business Practice Changes, Policy Changes, Document Management Integration, Data Conversion, and Forms Estimated based upon: 2 onsite visits x 2 days (32 hours) plus 16 hours offsite support
Time and Attendance	Analysis & Design	Materials Review; Participation in Design Meetings for Business Practice Changes, Policy Changes, Document Management Integration, Data Conversion, and Forms Estimated based upon: 3 onsite visits x 2 days (48 hours) plus 16 hours offsite support

Project Team

The consulting team will consist of Ernest Pages and Stephen Gousie as described in our previous proposal.

Exhibit B - Project Costs

Sciens will perform the Project Tasks, for not to exceed fee of \$323,040 as outlined below.

Phase	Hours	Fees	Trip(s)	Days	Expenses	Total
Project Management	752	\$ 157,920	15	31	\$19,200	\$177,920
Finance/Accounting and Document Management	104	\$ 21,840	5	10	\$6,000	\$27,840
Utility Billing and Citizen Relationship Management	104	\$ 21,840	5	10	\$6,000	\$27,840
Payroll & Human Resources	56	\$ 11,760	2	4	\$2,400	\$14,160
Assets Management & Work Orders	88	\$ 18,480	4	8	\$4,800	\$23,280
Community Development	88	\$ 18,480	4	8	\$4,800	\$23,280
Municipal Court	48	\$ 10,080	2	4	\$2,400	\$12,480
Time and Attendance	64	\$ 13,440	3	6	\$3,600	\$17,040
TOTAL	1192	\$ 273,840	40	81	\$ 49,200	\$ 323,040

Exhibit C – Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)
3/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. dba T.R. Jones & Co. 1780 N Krome Ave Homestead FL 33030		CONTACT NAME: Nancy Munoz PHONE (AC No Ext): (305) 247-5121 FAX (AC No): (305) 248-3543 EMAIL ADDRESS: nmunoz@bbinsfl.com															
INSURED Sciens, LLC 5900 South Lake Forest Drive, Suite 300 McKinney TX 75070		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Accident & Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Insurance</td> <td>18058</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Accident & Indemnity	22357	INSURER B: Twin City Fire Insurance Co	29459	INSURER C: Philadelphia Indemnity Insurance	18058	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 2018 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADOL. ISSUER INSR. WVD.	POLICY NUMBER	POLICY EFF. (MMDD/YYYY)	POLICY EXP. (MMDD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> OCC <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		2188ABM5052	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employment Practices Liability \$ 100,000 COLLATERAL SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2188ABM5052	7/1/2017	7/1/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$		2188CAJ4746	1/1/2018	1/1/2019	X PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 General Aggregate 5,000,000 Each Occurrence 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY OFFICERS/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MD) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N <input type="checkbox"/> N/A	2188D1297893	1/1/2018	1/1/2019	
C	Professional Liability Deductible: 2,500		2188D1297893	1/1/2018	1/1/2019	General Aggregate 5,000,000 Each Occurrence 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Norman 201 West Gray Street Norman, OK 73069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T Jones Jr. / LOUJAR
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