

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

This agreement ("Agreement") is made by and between the City of University Park, Texas ("City") and Integrated Innovations, Inc. ("Contractor").

RECITALS:

WHEREAS, the City desires to engage the services of Contractor to perform information technology responsibilities on an as needed basis; and

WHEREAS, Contractor desires to render such services for the City upon the terms and conditions provided herein.

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 OF AGREEMENT

1.1 The term of this Agreement shall commence on the execution date. At any time, the City may terminate this agreement for convenience. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

ARTICLE II
SCOPE OF SERVICES

2.1 The City agrees to engage Contractor for the purpose of providing professional services involving the completion of New World ERP application support, report development, database administration/maintenance, and other tasks as requested.

ARTICLE III
SCHEDULE OF WORK AND CONFIRMATION OF PROGRESS

3.1 Contractor agrees to commence performance of the agreed services when notified by the Manager or Director for various information technology functions. Contractor will provide onsite support on an as needed basis. However, if City desires Contractor to provide services on any day other than a Thursday, Contractor will provide such services subject to Contractor's availability.

3.2 Contractor and Director will meet on a regular basis at an agreed upon time and frequency to assess progress and establish priorities related to the completion of requested tasks.

ARTICLE IV COMPENSATION

4.1 Contractor will be paid for his services at a rate of Ninety Dollars (\$90.00) per hour. Payments to Contractor for the services will be made weekly upon receipt of invoice.

ARTICLE V COMPLIANCE WITH APPLICABLE CODES

5.1 Contractor will perform all services in a professional and thorough manner in conformance with all codes, ordinances, and statutes of the City, State, and Federal governments.

ARTICLE VI CONTRACT TERMINATION

6.1 Both parties agree that each shall have the right to terminate this Agreement with or without cause upon fifteen (15) days' written notice.

ARTICLE VII INDEPENDENT CONTRACTOR

7.1 Contractor covenants and agrees that he is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder, and shall be responsible for his acts and omissions and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

ARTICLE VIII MISCELLANEOUS

8.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes all prior understandings written or oral agreements between the parties with respect to this subject matter.

8.2 Assignment. Contractor may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Contractor 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.

8.3 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.

8.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

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

8.6 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.

8.7 Notice. Any notice required or permitted to be delivered hereunder may be delivered by hand, sent by first class mail, overnight courier or by confirmed facsimile.

Executed this 13 day of December 2016.

City of University Park, Texas

By: [Signature]
Robbie Corder, City Manager

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Contractor

By: [Signature]
Name: Tom Bradford
Integrated Innovations, Inc.
P.O. Box 820642
Fort Worth, TX 76182-0642