

**PROFESSIONAL SERVICES AGREEMENT FOR
INFORMATION TECHNOLOGY OPERATIONAL EFFICIENCY AUDIT**

This **PROFESSIONAL SERVICES AGREEMENT** (“**Agreement**”) is made by the **CITY OF NORTH RICHLAND HILLS**, a Texas municipal corporation, hereinafter called “**City**,” and **COGENT INFOTECH CORPORATION**, hereafter called “**Contractor**.” The parties are each individually referred to herein as a “party” and collectively as the “parties.”

1. **SCOPE OF SERVICES**

1.1 Contractor agrees to provide professional services for the purpose of Information Technology Operational Efficiency Audit as described in Exhibit A, which exhibit is incorporated into this Agreement for any and all purposes.

1.2 Contractor agrees to complete and deliver the final report and all other deliverables to City no later than September 30, 2025.

2. **COMPENSATION**

2.1 In consideration of the services described herein, City shall pay and Contractor shall receive compensation in accordance with Exhibit B, “Compensation,” which exhibit is incorporated into this Agreement for any and all purposes.

2.2 Total payments including without limitation reimbursable expenses, to Contractor by City for the services stated in Exhibit B shall not exceed **NINETY THOUSAND & NO/100 DOLLARS (\$90,000.00)**.

2.3 City may authorize additional services to be provided by Contractor as mutually agreed upon by the parties in writing. Any authorization for additional services shall be given to Contractor by City in writing, approved by City, and executed by both parties.

3. **TERM**

This Agreement shall be effective upon May 1, 2025 and shall expire upon completion of all services contemplated herein, but not later than May 1, 2026. The anticipated project schedule is outlined in Exhibit C, “Project Schedule,” which exhibit is incorporated into this Agreement for any and all purposes.

4. **TERMINATION**

4.1 City may terminate this Agreement at any time for convenience or for any cause by a notice in writing to Contractor. Either City or Contractor may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement. Upon receipt of such notice, Contractor shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Agreement.

4.2 If City terminates this Agreement under the foregoing Paragraph 4.1, City shall pay Contractor a reasonable amount for services performed prior to such termination, which payment shall be based upon the payroll cost of employees engaged on the work by Contractor up to the date of termination of this Agreement and for subcontract and reproduction in accordance with the method of compensation stated in Section 2: "Compensation" hereof. In the event of termination, the amount paid shall not exceed the amount appropriate for the percentage of work completed.

4.3 Non-appropriation of Funds. If services under this Agreement are anticipated to be performed outside of the current fiscal year and in the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

5. **INDEMNIFICATION; RELEASE OF LIABILITY**

CONTRACTOR SHALL RELEASE FROM LIABILITY, INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE FOR DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY PERSON, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR SUBCONTRACTORS, WHICH MAY ARISE OUT OF ANY NEGLIGENT ACT, ERROR OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, OR ANY OF THEM, RESULTING FROM SUCH NEGLIGENT ACT, ERROR OR OMISSION; AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH RESULTING FROM SUCH NEGLIGENT ACT, ERROR OR OMISSION.

Notwithstanding anything to the contrary in this Agreement, Contractor's indemnification and defense obligations under section 5 shall not apply to the extent that any loss, damage, liability, or expense is determined by a court of competent jurisdiction to be caused by the sole negligence or willful misconduct of the City or its officers, agents, or employees. In the event that the City is found to be partially at fault or responsible for any loss, damage, liability, or expense, Contractor's indemnification and defense obligations shall be limited to Contractor's proportionate share of fault or responsibility, as determined by a court of competent jurisdiction or as agreed upon by the parties.

6. **INDEPENDENT CONTRACTOR**

Contractor shall perform all work and services hereunder as an independent contractor and not as an officer, agent or employee of City. Contractor shall have exclusive control of and the exclusive right to control, the details of the work performed hereunder and all persons performing same and shall be solely responsible for the acts and omissions of its agents, employees and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between City and Contractor, its agents, employees and subcontractors; and the doctrine of respondent superior shall have no application as between City and Contractor.

7. **ENTIRE AGREEMENT**

This Agreement represents the entire agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Contractor.

8. **PROHIBITION OF ASSIGNMENT**

Neither party hereto shall assign, sublet, or transfer their interest herein without the prior written consent of the other party, and any attempted assignment, sublease, or transfer of all or any part hereof without such prior written consent shall be void.

9. **CHOICE OF LAW; VENUE**

This Agreement shall be construed in accordance with the laws of the State of Texas. Should any action, at law or in equity, arise out of the terms herein, exclusive venue for said action shall be in Tarrant County, Texas.

10. **CONFIDENTIAL INFORMATION**

Contractor understands and acknowledges that Contractor will be provided with information that may be confidential by law, rule, statute, ordinance, or legal order. Contractor shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Contractor agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, or unauthorized use of, any confidential information by Contractor is a material breach of this Agreement. If Contractor violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Contractor agrees to indemnify and hold the City harmless for any claims or damages caused by Contractor's breach of this confidentiality provision.

11. **RIGHT TO AUDIT**

During the term of this Agreement, and at any time within three (3) years following the expiration of this Agreement, the City shall have the right of access to all information held in the possession of the Contractor related to services performed under this Agreement, for audit purposes or otherwise. Contractor agrees to provide access to such information unless

expressly prohibited from doing so by court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits and the need for the information. Contractor agrees that it will keep records relating to the services provided hereunder for as long as required by law.

12. **NOTICES**

Any notice required to be given hereunder shall be given by certified mail, return receipt to the following addresses:

If to City:
City of North Richland Hills
Attn: Paulette Hartman, City Manager
4301 City Point Drive
North Richland Hills, Texas 76102

If to Contractor:
Cogent Infotech Corporation
Attn: Manu Mehta, President
HQ: 1035 Boyce Road, Suite 108
Pittsburgh, PA 15241

With copy to the City Attorney at:
Bradley A. Anderle
Taylor, Olson, Adkins, Sralla & Elam L.L.P.
6000 Western Place, Ste 200
Fort Worth, Texas 76107

13. **INSURANCE**

Contractor shall maintain the following Insurance coverage during the term of this Agreement, or other coverage acceptable to the City:

Comprehensive general liability insurance policy in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate for damage and/or injury to persons or property.

Professional liability policy with limits of no less than \$1,000,000 per claim or occurrence.

Worker's compensation insurance or its equivalent in the minimum statutory amount in the state where Contractor conducts its business.

Auto liability policy or its equivalent with a combined single limit of not less than \$1,000,000 per accident.

14. **DISPUTE RESOLUTION**

Except in the event of termination pursuant to Section 4.1, if either City or Contractor has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered, or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence

the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach, or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

EXECUTED on this, the 8th day of April, 2025.

ACCEPTED AND AGREED:

CONTRACTOR:

CITY OF NORTH RICHLAND HILLS:

By: Manu Mehta

By: _____

Name: Manu Mehta
Title: President

Paulette A. Hartman
City Manager

Date: Apr 8, 2025

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name:
Title:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED TO FORM AND LEGALITY:

By: _____

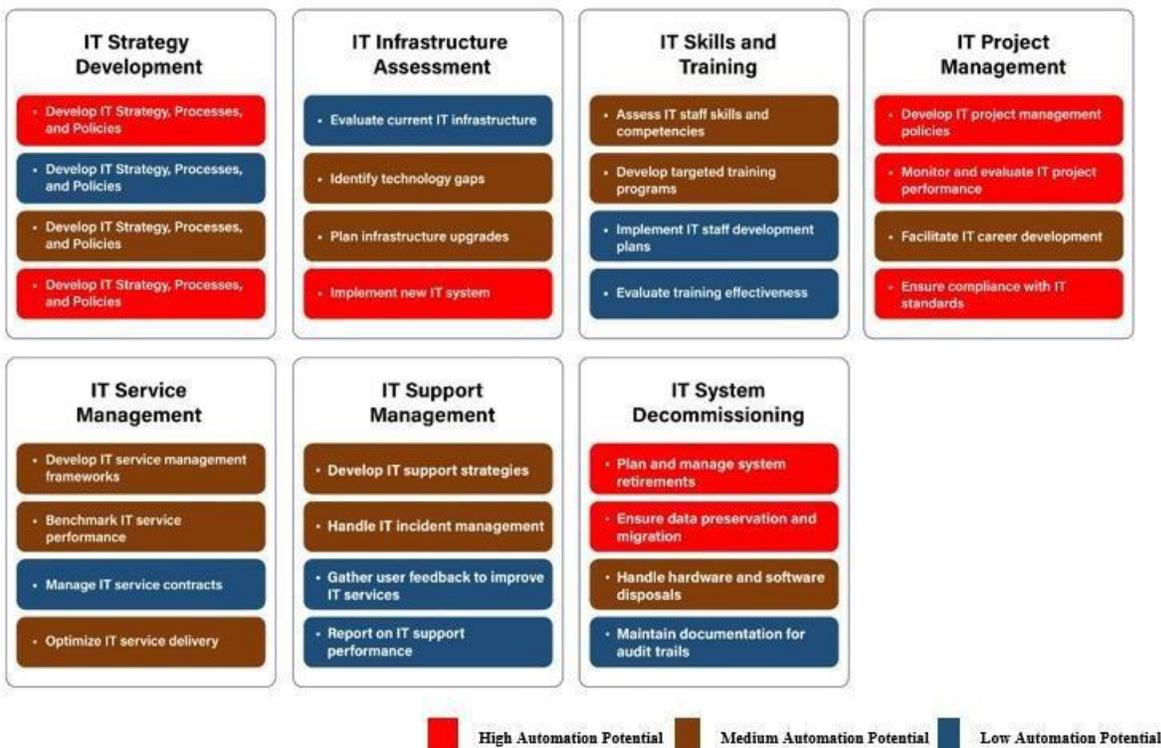
Bradley A. Anderle
City Attorney

EXHIBIT A SCOPE OF SERVICES

Phase 1: Organizational Audit – Aligning IT with Strategic Goals:

The first phase focuses on evaluating the IT Department’s organizational structure, processes, and alignment with the City’s strategic objectives. We will begin by conducting structured interviews with key stakeholders, including the IT Director, department heads, and end-users, to understand roles, responsibilities, and decision-making processes. These interviews will be supplemented by a comprehensive review of documentation such as organizational charts, mission statements, vision documents, IT policies, and disaster recovery plans. To ensure alignment, we will map the IT Department’s mission, vision, and goals against the City’s broader strategic objectives. This includes assessing how well the department supports critical functions like public safety technology, network infrastructure, and GIS systems. Also, we will evaluate internal processes and workflows to identify inefficiencies, redundancies, or bottlenecks.

Cogent’s IT Operational Efficiency Heat Map: Visualizing Priority Areas for Process Improvement in North Richland Hills IT Department



Organizational Audit – Aligning IT with Strategic Goals

Our proposed approach includes the use of process heat maps – visual tools that highlight areas of high complexity, resource drain, or inefficiency. These heatmaps will provide a clear, data-backed foundation for identifying opportunities to streamline operations, enhance

communication, and optimize resource allocation. We will also assess the alignment of IT infrastructure components (e.g., computational resources, network infrastructure, cybersecurity measures, and cloud services) with current and future operational needs. Using a scalability matrix, we will evaluate the adaptability of the IT infrastructure to support evolving service delivery requirements, particularly as the City grows or adopts new technologies.

Deliverable: A comprehensive organizational audit report, including visual process heatmaps and scalability matrix findings, with actionable recommendations for improving alignment, processes, and infrastructure.

Phase 2: Staffing Analysis – Building a Resilient Workforce:

Cogent will conduct a detailed analysis of the IT Department’s staffing levels, technical expertise, and skillsets. Using competency modeling, we will benchmark the department’s workforce against industry standards and peer organizations. This analysis will identify skill gaps, redundancies, and areas where additional training or hiring may be needed

A key differentiator in our approach is the integration of predictive workforce analytics. By analyzing historical data on service demands and projecting future trends (e.g., increased reliance on GIS systems or cybersecurity threats), we will recommend optimal staffing levels and a skillmix that ensures the department can effectively meet its operational needs. We will also evaluate the feasibility of leveraging external partnerships, such as managed service providers (MSPs) or service level agreements (SLAs), to address specific skill gaps without overextending the budget.

Deliverable: A staffing analysis report with predictive workforce analytics, competency models, and recommendations for optimal staffing levels and skill mix.

Phase 3: Project Management Analysis – Driving Accountability And Success:

This phase focuses on evaluating the IT Department’s project management methodologies, tools, and processes. We will assess the effectiveness of current practices in project planning, execution, monitoring, and closure using project health assessments – a proprietary tool that evaluates projects based on key metrics such as timeline adherence, budget compliance, and stakeholder satisfaction.

We recommend a hybrid project management framework that combines agile methodologies for iterative development with traditional waterfall approaches for large-scale projects to enhance project delivery and success rates. This framework will include templates, checklists, and governance structures to standardize project management practices across the department. We will also provide guidance on selecting and implementing project management tools that integrate seamlessly with the City’s existing systems, ensuring real time visibility into project performance.

Deliverable: A project management assessment report, hybrid project management framework, and tool recommendations.

Phase 4: Operational Continuity and Disaster Recovery Planning – Strengthening Resilience:

Cogent will conduct a comprehensive evaluation of the organization’s disaster recovery and incident response plans. Using risk scenario modeling, we will simulate potential disruptions (e.g., cyberattacks, natural disasters) to identify vulnerabilities in the IT infrastructure and test the effectiveness of recovery procedures. A standout feature of our approach is the development of a tiered redundancy strategy. This strategy prioritizes critical systems (e.g., public safety technology, network infrastructure) for failover systems and backup infrastructure, ensuring continuous operation during outages or disruptions. We will also identify single points of failure and recommend improvements to enhance system availability and resilience.

Finally, we will provide a playbook for incident response a step by step guide that outlines procedures for identifying, responding to, and recovering from IT incidents. This playbook will include role-based responsibilities, escalation protocols, and communication templates.

Deliverable: A disaster recovery and incident response evaluation report, tiered redundancy strategy, and incident response playbook.

Phase 5: Operations and Service Delivery – Enhancing Customer Centricity: This phase focuses on assessing the effectiveness of services provided by the IT Department to city staff and residents. Using service maturity assessments, we will evaluate the maturity of key service areas such as help desk support, network management, application support, and cybersecurity services. This assessment will highlight areas where service delivery can be improved and provide actionable recommendations.

We will also conduct a cost benefit analysis of existing maintenance agreements for hardware, software, and cloud services. This analysis will identify overlapping coverage, redundant services, or opportunities for consolidation to optimize costs and improve efficiency. We will assess the organization’s software landscape to identify redundancies and inefficiencies, providing recommendations to standardize tools and platforms across departments.

Deliverable: A service delivery effectiveness report, cost benefit analysis of maintenance agreements, and software standardization recommendations.

Phase 6: Process Improvement and Future State Design – Enabling Sustainable Change

In the final phase, we will facilitate design thinking workshops with City staff to co-create future state processes. These workshops will focus on identifying process improvements and developing standard operating procedures (SOPs) that are practical, scalable, and aligned with the City’s operational needs. A unique aspect of our approach is the development of a change management roadmap. This roadmap will outline strategies for training, communication, and stakeholder engagement to ensure smooth adoption of redesigned processes. We will also provide a performance dashboard template to monitor the implementation of process improvements and track key metrics such as cost savings, efficiency gains, and user satisfaction.

Deliverable: Standard operating procedures (SOPs), change management roadmap, and performance dashboard template.

EXHIBIT B
COMPENSATION

1. COMPENSATION

For and in consideration of the services to be rendered by Contractor under this Agreement, City shall pay to Contractor the compensation hereinafter set forth in accordance with the terms set forth herein.

FEE BREAKDOWN:

Scope	Estimated Efforts (Hours)	Cost
Organizational Audit	160	\$15,461
Staffing Analysis	120	\$11,596
Project Management Analysis	150	\$14,495
Operational Continuity and Disaster Recovery Planning:	120	\$11,596
Operations and Service Delivery	160	\$15,400
Project Management Support/Reporting	222	\$21,452
Total	932	\$90,000

Rate for our consulting services beyond the initial Audit - \$105/hr

2. PAYMENT

Payments to Contractor will be made as follows:

Monthly payment of the fee will be in proportion to the percent completion of the total work by task.

Monthly invoices will be issued by Contractor for all work performed under this Agreement. Invoices will be prepared in a format approved by City prior to submission of the first monthly invoice. Once approved, City agrees not to require changes in the invoice format, but reserves the right to audit.

City's payments under this Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code. Payment shall be due within thirty (30) days of the date the City receives a timely and proper invoice for the goods or services. Interest on any overdue payment shall not exceed 1% plus the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Upon completion of services enumerated in Exhibit A, the final payment will be due upon receipt of the final invoice.

EXHIBIT C

PROJECT SCHEDULE

PROJECT SCHEDULE & KEY PERSONNAL

The Scope of Services for this PROJECT is based on the following schedule:

PROJECT SCHEDULE

Scope	Month 1	Month 2	Month 3	Month 4
Organizational Audit				
Staffing Analysis				
Project Management Analysis				
Operational Continuity and Disaster Recovery Planning				
Operations and Service Delivery				
Project Management Support/Reporting				

Information Technology Operational Efficiency Audit Professional Services Agreement Cogent Infotech Corporation.final (002)

Final Audit Report

2025-04-08

Created:	2025-04-08
By:	Kirti Mishra (kirti.mishra@cogentinfo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABA1YI6ZQZYBRNsGaAkkbzauzH0fAvDNTj

"Information Technology Operational Efficiency Audit Professional Services Agreement Cogent Infotech Corporation.final (002)" History

-  Document created by Kirti Mishra (kirti.mishra@cogentinfo.com)
2025-04-08 - 1:52:55 PM GMT
-  Document emailed to Manu Mehta (manu.mehta@cogentinfo.com) for signature
2025-04-08 - 1:55:35 PM GMT
-  Email viewed by Manu Mehta (manu.mehta@cogentinfo.com)
2025-04-08 - 5:55:18 PM GMT
-  Document e-signed by Manu Mehta (manu.mehta@cogentinfo.com)
Signature Date: 2025-04-08 - 5:56:47 PM GMT - Time Source: server
-  Agreement completed.
2025-04-08 - 5:56:47 PM GMT