

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
RESOURCE EXPLORATION, LLC
AND THE CITY OF ANN ARBOR
FOR PRIORITY BASED BUDGETING SOFTWARE AND CONSULTING**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Resource Exploration, LLC ("Contractor"), a Limited Liability Corporation organized in Colorado with its address at 4603 West 33rd Avenue, Denver, Colorado 80212, agree as follows:

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Finance Administration.

Contract Administrator means Tom Crawford, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means Priority Based Budgeting implementation.

II. DURATION

Contractor shall commence performance on July 1, 2019 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide consulting services and software license for Priority Based Budgeting implementation ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.

- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Chris Fabian, Co-Founder
Resource Exploration, LLC
4603 West 33rd Avenue
Denver, CO 80212

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Tom Crawford, Chief Financial Officer
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to:
City of Ann Arbor
Attn: Office of the City Attorney
301 E. Huron St.
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with Exhibits A, B, C, and D constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

FOR CONTRACTOR

By Chris Fabian Chris Fabian
Type Name

Its Co-founder, and CEO

Date: Monday, May 20th 2019

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Tom Crawford, Chief Financial Officer

Howard S. Lazarus, City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

Contractor shall provide the following services in accordance with this Agreement:

- A. **Project Preparation, Data Loading and Kick-Off**-On-site project kick-off including project prep and data loading.
- B. **On-going Support and Training**- 150 hours of ongoing support including biweekly project implementation support meetings, user training and access, training webinars and implementation support.
- C. **Software Tools**-software subscription to Online Priority Based Budgeting, which shall be subject to the End User License Agreement attached as Exhibit D to the extent such EULA does not conflict with this Agreement.

Except to the extent in conflict with this Agreement, the Contractor's Proposal (inserted below and made a part of this Exhibit A) outlines the services (referred to as PBB) that Contractor (referred to as "ResourceX") shall provide to the City (referred to as "Your organization" and "your team"):

Contractor's Proposal

Timeline Considerations

Your organization's timeline for implementation is in your control. ResourceX will help you design your timeline to meet the needs of the organization. Overall, your PBB training and roll-out can be completed in a 3-month period, from beginning to end. If you have a more pressing need to implement PBB in less time, please let us know and our team will help design a path that will accommodate your schedule.

Ideally, your organization will want to set a goal for Model Completion that synchs with your budget process. ResourceX will bring our timeline discussion by asking: "by when do you want your PBB model complete, in order to influence budget decisions?"

Based on conversations with your team, the following timeline is proposed:

- **May / June:**
 - Contracting process
 - "Project Charter" web-meeting (to establish timeline)
 - ResourceX gathers Ann Arbor financial information and pre-loads tools
 - Program Inventory phase is launched
- **June / July:**
 - On-site Project Kick-off with departments (1-2 days)
 - Program Inventory development moves to completion
 - Program Costing phase is launched
- **July:**
 - Program Costing concludes
 - Results and Result Definitions finalized
 - Program Scoring phase is launched
- **August:**
 - Program Scoring phase concludes
 - Peer Review phase is launched
- **September:**
 - Peer Review phase concludes
 - ResourceX completes Final Model development
 - On-site Final Model presentation (departments, council, project team)
 - On-site training on "Taking Action on the Data" (how to use the PBB data to inform the budget process)
- **October, into Nov:**
 - **Level 1: PBB Implementation** is complete (often a celebration, or brief pause in the action is a great milestone)
 - Departments underway with "Program Reviews" and Budget Development recommendations using PBB data
 - Departments continue developing program recommendations using PBB data into the new year

- **Level 2: Resource Reallocation** recommendations will come throughout your budget development process, using PBB to re-allocate current resources (and potentially generate new revenues as well).
- **Level 3: Tackling Massive Challenges** – the use of your PBB data to funnel substantial resource re-allocation towards specific City objectives will be a continuing process that begins in your first year (you were correct in your voicemail) and continues on into the future, so long as you wish to use the engine of PBB to continue freeing up resources and redirecting them towards future challenges.

Identifying Super Users

One of the key objectives of our first meeting will be to identify the “Super User(s)” in your organization who will be the primary resource to coordinate with our team for the management of the project. The Super User(s) will gain the benefit of being trained on all aspects of the OnlinePBB software, and achieve mastery of Priority Based Budgeting concepts, sufficient to lead the process in future years.



Milestone Review:

Identification of Programs/Services – in PBB, the organization identifies it’s individual programs and services. In it’s unique database, ResourceX has identified over 125,000 individual government programs. Programs are the foundational unit for decision-making, and every program has a “future” – a future where the plan for the organization is either to increase investment in the program, to divest itself of support for the program, or perhaps status quo.

Costing of Programs/Services – for every program, a price for delivery is determined. PBB software integrates data from the organization’s financial systems and human resources systems (or ERP) and allows for resource allocation of budget and actual data, to programs and projects. Personnel costs are allocated based on the amount of time that the organization’s human resources support the program, and non-personnel line-item costs are also allocated for a true cost of doing business.

Integration of Results and Result Definitions – the software integrates the organization’s PBB Results and Result Definitions. In it’s unique database, ResourceX has accumulated key Result areas from over 200 organizations, as well as the key performance metrics that help an organization define their Results.

Scoring Evaluation of Programs/Services – the software facilitates a unique evaluation process whereby programs are numerically scored relative to the organization’s Results, as

well as key “Basic Program Attributes” (degree of mandate, size of population served, cost recovery, reliance upon the organization by it’s citizens, etc).

Prioritization Ranking Algorithm – the software applies a unique scoring and ranking algorithm that places programs in priority levels (four specific “quartile rankings”), based on the programs influence on societal objectives and basic program attributes.

Resource Alignment Diagnostic (RAD) Modeling – the software facilitates exploration of the data based on unique analytics drawn from the scoring process, allowing the organization to understand and act upon insights such as: which programs are ideal for public/public partnership; which programs are ideal for public/private partnerships; which programs are charging a fee, where the fee is less than the true cost of providing the program; which programs are best served by another source; which programs are the organization’s most influential to achieving Results, etc

ResourceX Support Plan:

Line Item Budget Review and Program Inventory

PBB Prep Course - Learn the process start to finish and what to expect. Courses are held once per quarter in Denver, CO.

Line Item Budget Review - We will meet via webinar 3 times to establish the line item costs to be loaded into ResourceX's Online tool.

Program Inventory - We will meet over webinar 3 times to establish working program inventories for each of your departments. These inventories will be used during onsite costing and training.

Site Activation and Cost Loading - Superusers are given access to the tool and your site is live.

Milestone - Total Line item budget amount confirmation.

Onsite Program Costing

On-site Program Costing - Our highly experienced team will lead your departments through training to allocate line item costs to programs using online tools. Training includes reasons and motivation for priority based budgeting.

Deliverable - The results of the onsite costing will be shown online. The remaining work to be completed will be identified.

Program Costing Follow-up

Program Costing Finalization - 4 weekly meetings or office hours with super users or to complete program costing.

Deliverable - With all costs allocated to programs we have completed your Program Costing online tool for analyzing program costs. Timeline is one month from our Program costing on-site.

Program Scoring (and Peer Review)

Program Scoring and Peer Review - Our highly experienced team will lead your departments through training to allocate line item costs to programs using online tools. Training includes reasons and motivation for priority based budgeting.

Deliverable - With all programs scored, we can prioritize programs and move towards a final model. Timeline is one month from our Program costing on-site.

Final Model Delivery

Final Model Delivery - typically via an on-site training (or webinar) we deliver your final model and begin training on how to use it in the budget process

Deliverable - Complete loaded final PBB model for use in the budget process

Work Plan Overview:

Program Budgeting Development (Program Inventory and Program Budgeting)

ResourceX provides a “starter program inventory” for the departments to work from and a training on how to identify “programs” at a level most effective for PBB. The “starter program inventory” is built from the PBB Database of over 125,000 programs, customized to match with their department, and significantly easing the workload for departments to complete this first task. Each department will be responsible for refining and completing their Program Inventory and submitting this to ResourceX.

The screenshot shows the ResourceX Program Inventory interface. At the top, there is a navigation bar with 'City of Alexandria, VA', '2020 - PBB Budget 2020', and 'All Available'. Below this, there are buttons for 'Edit Program Inventory', 'Add a Program from SEARCH', and 'Combine Programs'. A search bar is present with the text '18th General District Court' and an 'Add Programs' button. Below the search bar, there is a table with columns: Org, RK_Department, Department, Division, Program, and Description. The table contains several rows of program data.

Org	RK_Department	Department	Division	Program	Description
Joplin, MO	Finance	Finance	Accounting Services	1099 Processing	Prepare and balance 1099s annually.
Battle Creek, MI	Parks and Recreation	10 - P&R	7050 - Bailey Park	13.5-World Series	Provide facilities to AABC for the 13 and under age group World Series.
Kenmore, WA	Capital Projects	CAPITAL PROJECTS	Sidewalk	181st Sidewalk 65 -67th Streets	none
South Bend, IN	Citizen (Public) Engagement	Community Investment	Administration	1st Time Homebuyer Assistance Program	Assist first time homebuyers with mortgage financing as directed by Community Homebuyers Corporation Board.
Plano, TX	Non-Departmental	Non-Departmental	None	2012 Texas Utilities (TXU)/Oncor Standing Committee-	A group of cities which monitor rates and rate increases made through Oncor.
Cary, NC	Legal	Legislative	4330-Town Clerk	2013 Staff Development Project ('And, yes')	none

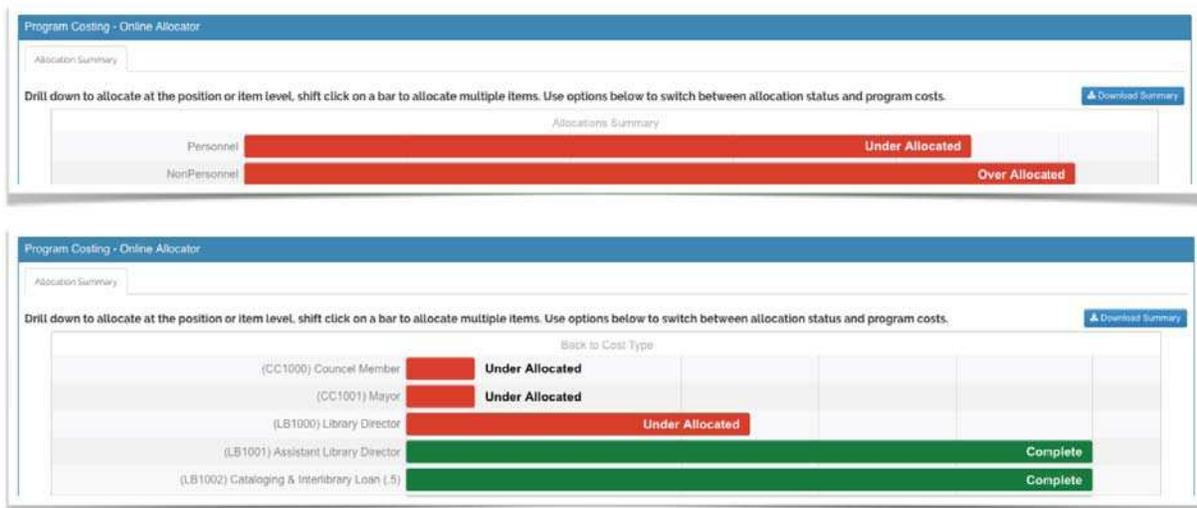
Differentiating programs and services offered by the organization to the community, as opposed to drawing only a comparison between each of the individual departments that provide services to the community, builds a common understanding of exactly what the entire organization offers to its constituents (and what those programs cost) and leads to a more effective means of making discrete resource allocation decisions through the Priority Based Budgeting process.

One of the key objectives that your organization will achieve with this process is the identification of programs and services it offers, as well as the cost for these programs. The “Program Inventory” will clarify the breadth of services provided by your organization, and highlight key characteristics of each program (e.g., the full cost of providing the program and level of revenues that program directly generates to support its operations). The inventory is a tremendously valuable tool in and of itself, but is also the basis for discussion of prioritizing resources – programs are prioritized based on their influence on Results.

Many organizations attempt to “prioritize” their spending by comparing one department or division against another rather than determining which of the typically hundreds of programs and services offered across the organization are more highly valued than others. By developing a comprehensive list of programs offered by the organization and identifying the costs of those services, your organization will be able to better understand at a more discrete level what programs it provides and how much it costs to provide them.

ResourceX wrote the guidelines for developing a “Program Inventory”, as published by the Government Finance Officers’ Association (GFOA) white paper on Priority Based Budgeting, entitled “Anatomy of a Priority Based Budgeting Process” (GFOA, 2011). These guidelines form the basis for developing a “Program Inventory”. Critical to this process is finding the right level of detail when identifying discrete programs. If a program is too big or encompasses too much, it will not provide sufficient perspective and information – that is, it will be very difficult to describe the precise value the program creates, or to use program cost information in decision making. However, if program definitions are too small, decision makers can become overwhelmed with detail and be unable to see the big picture. ResourceX will work with your organization to establish the right level of discretion in the creation of “Program Inventories”.

With respect to identifying costs for each of the programs identified, ResourceX will provide a webinar workshop in order to train staff on how to derive these program costs, as well as serve as an ongoing resource to staff in providing assistance in the estimation of these costs. ResourceX will provide guidance and coaching that will offer your organization techniques and methodologies used in calculating indirect and direct program costs and identifying the number of staff associated with each program offered. ResourceX will provide a Program Costing training session to staff who will be responsible for filling in the data into the online Program Cost Allocation portal. ResourceX will provide



customized Program Costing templates for each of the Organization's departments (or divisions), as well as a recorded version of the webinar the Organization can refer to.

Specifically, ResourceX will help your organization IDENTIFY and COST ONGOING PROGRAMS and SERVICES by:

- Providing a webinar workshop to help department heads and other identified staff gain a better understanding of how to define and identify the individual programs and services that are offered by each individual department and to provide guidance in distinguishing between a task (too small to be considered a program) and a department/division (oftentimes too large to be considered a program).
- Sharing an illustrative listing of program examples gathered from other organizations that have worked with CPBB to use in developing and/or refining its own "Program Inventory".
- Providing worksheets, feedback and coaching in support of the organization's overall efforts in developing individual department's "Program Inventory" listings.
- Providing a webinar workshop to help department heads and other identified staff gain a better understanding of how to utilize CPBB's "Program Costing Tool" to determine program costs.
- Developing individualized department and/or division "Program Costing Tool" templates to assist in the determination of program costs and associated FTE needed to provide the program; effectively "flipping" your line item budget to a program budget.
- Providing guidance and coaching to department heads, division directors, managers and/or supervisors to train them on techniques and methodologies used in calculating program costs (including direct and indirect costs) and identifying the number of staff associated with each program offered (if desired).

Results Setting and Result Definitions

ResourceX works with the organization's elected officials and/or staff to identify, or to validate "Results" that the organization has already established. Priorities establish the foundation for Priority Based Budgeting.

Results help to identify the very fundamental reasons that a local government exists – articulating all the ways it serves the needs of the community (*as opposed to a list of specific projects or initiatives that need to be considered during the next budget cycle*). They are meant to answer the questions, "**Why to we, as an organization, exist in the eyes of the community**" and "**What are we in business to do?**" *Results* are more overarching in nature and will "*stand the test of time,*" as opposed to more short-term needs or tasks that normally have a targeted "*finish-line.*" Finally, *Results* are truly unique to your community, in that they attempt to determine the role of your local government to determine "**why**" it exists and "**why**" it offers the types of unique services it does to the community.

As *Results* are identified, there is a distinction made between "**Community-oriented Results**", which help define why certain programs are offered directly to the community, and

“Governance-oriented Results”, which help define why internally focused programs are offered by various support functions such as Finance, Human Resources, and Information Technology. Through its research and work with other local governments, **ResourceX** has found it imperative in achieving the best outcomes from its **PBB** process that an organization distinguish between **“Community Programs”** (i.e. programs that directly serve the community) and **“Governance Programs”** (i.e. programs that are more internal in nature and generally support the administration, elected officials and departments within the organization). In order to understand the relevance of **Governance Programs**, we need to evaluate them against different **Results** than **Community Programs**, because **Governance Programs** exist within the organization for fundamentally different reasons than do the **Community Programs**. Even though the scoring criteria might be different for each of these two types of programs, the process allows you to ultimately look at all offered programs from an overall Organization-wide perspective in the eventual program prioritization array.

The main deliverable includes the identification and articulation of **Results** for both **“Community-oriented”** programs and **“Governance-oriented”** programs, which will be fully utilized as the **Priority Based Budgeting** process unfolds. **ResourceX** will review the **Organization’s** existing strategic documents included its Vision, Mission and Values Statements, Strategic Plan, Strategic Council Goals and/or Community Survey Responses to determine how to leverage these efforts in identifying **Results** for the **PBB** process.

Specifically, ResourceX will help your organization IDENTIFY RESULTS by:

- Determining both a **“starting place”** for its Results and the most appropriate way to validate those Results with its elected officials.
- If determined to be the best approach, conducting a **“Results Validation”** exercise to confirm that the Organization Council believes the Results that have been identified are complete, comprehensive and clearly articulate **“why”** the Organization exists and **“what”** it is there to accomplish for its residents, businesses and visitors.

Program Scoring and Peer Review

With the right Results, and with clear definitions of those Results, the organization is then ready to more accurately place a value on individual programs (and potentially one-time initiatives) relative to its influence on achieving the organization’s stated Results.

In **Program Evaluation or Scoring** phase, it is essential to give departments the opportunity to first score their own programs, relative to your organization’s **Results** and demonstrate why they believe their programs are influential in achieving those **Results**. This gives departments the chance to provide their own unique intelligence on their own programs which no one else but the program providers would have known. Not only does this help solidify organizational buy-in but at the same time provides a more thorough and complete understanding about everything the organization does and how those programs help achieve the identified **Results** (i.e. **“why”** we offer the program).

The *Peer Review* phase then provides for an authentication process to validate (*and perhaps question*) the department's belief that their programs are indeed relevant to your organization's *Results*. Several organizations have commented that, unlike other more conventional approaches to performance measures, *Peer Review* provides a forum for a far better discussion that leads to a clearer understanding of how programs truly influence *Results*. Furthermore, departments gain an organization-wide perspective about programs being offered across your organization, which has led to the uncovering of program redundancies. This step in the process has led to cross-departmental collaboration, as departments find out that they provide similar programs to other departments. This process has also contributed to changes in organizational culture as departments are tasked with the duty of objectively analyzing programs that aren't their own (i.e. a "*jury of their peers*").

The effect of *Peer Review* has been remarkable, not only for the purposes of *PBB*, but for bringing an organization together to look at the programs they offer in the context of how they collectively achieve the *Results* that citizens find meaningful. In a sense, *Peer Review* begins to break down the old departmental "*silos*" and lets staff see the world from a more global perspective. Ultimately, it is through this step that more accurate *program scores* emerge, that a better understanding of *programs* is developed, and an assurance that the outcome of the entire process is objective and valid. For the long-term, this phase in the process sparks the discussion of how to determine what measure or metric will substantiate the fact that a program's desired outcome is achieving that objective.

Specifically, ResourceX will help your organization VALUE ONGOING PROGRAMS BASED ON RESULTS by:

- Providing a webinar workshop for department heads, division directors, managers and/or supervisors to train them on the how to evaluate programs against the identified Results and Basic Program Attributes in the Program Scoring phase.
- Creating individual departmental "Program Scorecards" that facilitate the organization's effort to score programs based on the program's influence on Results and on the identified "Basic Program Attributes".
- Providing coaching and support to the departments as program scoring is completed.
- Providing guidance and assistance in the development of Peer Review Teams to ensure they are cross-functional in nature and maintain the level of objectivity needed to make this phase of the process successful. This is another part of the process where including elected officials and/or external stakeholders from the community is a potential area of interest.
- Providing coaching and support to the Peer Review Teams in the evaluation of program scores, encouraging them to interview program managers to hear evidence that justify assigned program scores, and then recommending program score adjustments where appropriate.
- Offering suggestions as to the incorporation of existing performance measures as an evaluation criteria in the Peer Review process as well as the development of key indicators for use in future years.

- Accumulating the information provided through the program scoring and peer review phases into a “Master Program Scorecard”.
- Developing an “Impact of Peer Review Report” to identify the impact of changes to the department’s initial program scored made by the Peer Review Teams.

Final Model Delivery

Ultimately, the Results identified and defined by the organization and the programs that are the most highly valued in terms of achieving those Results become clearly articulated in the budget through a process in which resource allocation decisions are linked to the prioritization of those individual programs and services.

Once programs have been scored against the *Results* and a relative value determined, the entire list of your organization’s offered services can be arranged in order of “highest priority” (those programs most relevant in achieving the organization’s stated *Results*) to “lowest priority” (those programs that are less relevant in achieving those *Results*). The programs are then grouped into four “**Quartiles**” based on the similarity of the scoring ranges, with *Quartile 1* representing those programs of the highest priority and *Quartile 4* including those programs of the lowest priority.

Individual costs are then associated with each program in order to develop a final “*Spending Array by Quartile.*” **ResourceX** takes this information and develops a customized “**Resource Alignment Diagnostic Tool**” that can be utilized by the Organization in 1) assessing its spending profile in terms of aligning resources with identified priorities; 2) developing “*target budgets*” for departments based on their individual prioritized spending profile and 3) analyzing programs using the “**Resource Alignment Diagnostic Tool’s**” unique filtering capabilities.

With the “**Resource Alignment Diagnostic Tool**”, your Organization will have a “*unique lens*” to see your programs not only in terms of their relevance to *Results*, but also in light of mandates, fee structures, citizens’ reliance and community partnerships. This *unique lens* allows staff to efficiently analyze programs and gain insights into areas such as:

- Programs supported by specific user-fees **VS.** those funded through general government revenues (taxes)
- Stringently mandated services **VS.** programs without any legislative requirement
- Programs that the community depends exclusively upon the local government to provide **VS.** programs offered by other entities in the community (private, non-profit, etc.)
- Programs that are benefit the majority of the community’s stakeholders **VS.** programs that serve only a small constituency
- Programs that are experiencing an increase in demand from the community **VS.** programs that are experiencing a lesser demand than before
- Programs that highly achieve one or more of the local government’s stated *Results* **VS.** those programs that do not help to achieve any of those *Results*.

In addition, the **“Resource Alignment Diagnostic Tool”** provides staff and the **Organization’s** elected officials with a way to engage in more powerful and meaningful discussions that address questions such as:

- What services are truly mandated to be provided by the local government, and how much does it cost to fulfill those mandates?
- What programs are most appropriate to consider a discussion about establishing or increasing user-fees?
- What programs are most appropriate for discussions about partnerships with other service providers in the community?
- What services might the organization consider “getting out of” the business of providing altogether?
- Where are there apparent duplications in services offered across the organization that might lead to a meaningful efficiency discussion?
- How can succession planning be incorporated to focus on training staff providing lower priority programs to fill the positions left vacant in higher priority programs?

The screenshots display the ResourceX software interface, which is used for analyzing program costs and personnel allocations. The top-left screenshot shows a table of programs identified for service level decrease, comparing 2019 and 2018 data. The top-right screenshot is a horizontal bar chart showing the cost of various services, with 'Assistant City Clerk' at 5,088 and 'Administrative Info Specialist' at 4,314. The middle-left screenshot provides a detailed view of 'Administrative Fines and Administrative Hearings', including a description and a list of personnel. The middle-right screenshot shows a table of personnel allocations for 'Administrative Fines and Administrative Hearings', listing positions like 'Administrative Info Specialist' and 'Assistant City Clerk'. The bottom-left screenshot shows a 'Program Cost Summary' for 'Administrative Fines and Administrative Hearings', detailing total costs and personnel FTE. The bottom-right screenshot shows a table of program allocations, including program names, allocations, and last updated dates.

Specifically, ResourceX will help your organization **ALLOCATE RESOURCES BASED ON PRIORITIES** by:

- Calculating final program scores and developing the quartile rankings for all the organization’s programs and services based on their relative score.
- Associating program costs and associated FTE counts with the scored programs to develop a final calculation of the organization’s total budget by quartile ranking (the “Spending Array by Quartile” – a summation of program costs by quartile ranking).

- Providing the organization with an interactive “Resource Alignment Diagnostic Tool” that will guide all resource allocation decisions based on the prioritization of programs (allowing allocations to be summarized by Fund, Department, Division etc.).
- Training staff on how to use the “Resource Alignment Diagnostic Tool”, providing them with the ability to more effectively analyze programs by way of the filtering capabilities of the “Tool”, offering a unique perspective on the organization’s programs, which leads to more powerful and meaningful discussions about how resources can be effectively utilized to achieve the desired Results for the community.
- Offering guidance in using the “Resource Alignment Diagnostic Tool” to identify which of the Organization’s highly relevant programs should be evaluated in terms of effectiveness and efficiency and how to use the PBB process to continuously refine performance metrics to ensure the identified Results are being achieved.
- Providing a high level interpretive analysis of the data available in the “Resource Alignment Diagnostic Tool” and identifying opportunity areas for discussion related to programs and their continued relevance to the organization.
- Offering suggestions on how to use the “Resource Alignment Diagnostic Tool” in the calculation of departmental “target budgets” based on the availability of ongoing revenues and the individual department’s prioritization profile.
- Recommending ways to incorporate PBB into the Organization’s current budget development process as well as providing “Budget Transmittal Form” templates to guide departments in communicating their recommended program level budgets within the context of PBB and to demonstrate the allocation of general government resources is being focused on higher-priority programs. (if desired).
- Presenting the final “Resource Alignment Diagnostic Tool” to Organization staff and, if desired, to the Organization Council.

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

COST SUMMARY

Implementation Set-up Total –\$60,000 paid as follows:

\$15,000 after completion of on-site project kickoff, project prep, and data loading

\$20,000 upon software access granted to City staff for first year of software license

\$25,000 split into five monthly payments of \$5,000 starting 7/1/2019 (for on-going support, bi-weekly project implementation support meetings, user training and access, training webinars, implementation support, and on-going webinars + Slack)

Annual Software Renewal Rate – After expiration of the first year's software license, \$20,000 annual renewal rate - fixed for 3 renewals.

Software License Subscription Period – Reoccurring annually July 1st to June 30th

Software License Renewal Invoice Dates – Due upon receipt annually on July 1st, 2020; July 1st, 2021; and July 1st, 2022.

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

Exhibit D: End User License Agreement

ONLINEPBB® LICENSE AND HOSTING AGREEMENT

IMPORTANT - BY UTILIZING ONLINEPBB SOFTWARE, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THE FOLLOWING CAREFULLY BEFORE PROCEEDING.

This Agreement is a legal agreement between you (City of Ann Arbor, MI) and Resource Exploration, LLC, the licensor of OnlinePBB software and associated on-line documentation that you access using this internet website (together referred in this Agreement as "OnlinePBB").

1. OnlinePBB License. Subject to the terms of this Agreement, Resource Exploration, LLC, grants you a non-exclusive, non-transferable license to access OnlinePBB remotely via browser on the server used by Resource Exploration, LLC, to operate this website (the "Server") solely for purposes of creating and maintaining on the Server any interactive website developed using this website and with respect to which all required fees payable under this Agreement have been paid by you (each, a "Website").

2. Restrictions. You may not download or otherwise copy all or any portion of OnlinePBB software. You may not sell, rent, license, lend, transfer or otherwise grant access to OnlinePBB to any other person or entity except as contemplated by the license granted to you above. You must comply with all applicable laws and regulations in your use of OnlinePBB. You may not modify, translate, reverse engineer, decompile disassemble or otherwise attempt to obtain or derive source code from all or any portion of OnlinePBB.

3. Proprietary Rights. Resource Exploration, LLC and its supplier's reserve all rights to OnlinePBB not expressly granted in this Agreement. Resource Exploration, LLC and its suppliers own OnlinePBB and all associated patent, copyright, trade secrets and other proprietary rights in OnlinePBB. No title or ownership of OnlinePBB or any associated proprietary rights are transferred to you or any other person by this Agreement.

4. Disclosure and Ownership of Data. a.) All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by your organization or at its expense, will be kept

confidential by Resource Exploration, LLC and will not be disclosed to any other party without your organization's prior written consent. b.) The materials used by Resource Exploration, LLC for work performed under this Agreement are specific and unique methods of fiscal management and budget prioritization. As such, these materials are protected by copyright. You agree and understands that these materials and all methods, models and applications resulting from the use of said materials are the sole, complete and absolute property of Resource Exploration, LLC. As such, any use, future use or application or any publication (either oral or written) of these materials by your organization will be at the discretion of Resource Exploration, LLC and in any event will not occur without the express and prior written permission of Resource Exploration, LLC. All legal rights and protections afforded by copyright and Resource Exploration, LLC's ownership of all the underlying intellectual property associated with these fiscal management and budget prioritization materials are retained and reserved exclusively by Resource Exploration, LLC, reserving all legal rights and remedies incident to its ownership of these materials. It is understood that your organization may utilize these methods, models and applications for their own specific use but are not free to share these methods, models and applications with other individuals or entities. Nothing herein precludes disclosures required by law.

5. U.S. Government Restricted Rights. If OnlinePBB is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that (i) OnlinePBB and accompanying materials constitute "commercial computer software" or "commercial computer software documentation" for purposes of 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-3, as applicable, and (ii) the U.S. Government's rights relating to OnlinePBB and accompanying materials are limited to those specifically granted in this Agreement.

6. Data - Data Security. The OnlinePBB web-application provides data security via SSL encryption, and is accessed via https - this protects and secures the client's data from outside the organization, protecting the client and CPBB. Additionally, data is protected within the client's organization by way of individual user accounts and user passwords, and varying levels of permission and access, to give the client control over data accessibility.

7. Data - Data Storage. The OnlinePBB web-application utilizes Amazon Web Services (AWS) for best-in-class data storage.

8. Data - Data Protection/backups. Resource Exploration performs complete back-ups of all OnlinePBB data at a frequency of once per night.

9. Service Availability - Disaster recovery/business continuity. To support the organization in the case of disaster, Resource Exploration performs complete back-ups of all OnlinePBB data at a frequency of once per night. The organization may also download their own data files on a more frequent basis, in order to perform complete data restoration - restoring from any point in time, from previously saved data, completely in control of the City. Data files are stored in DropBox, as well as Resource Exploration headquarters to provide additional redundancy.

10. Service Levels - System Availability / performance. The OnlinePBB web-application is provided and available 24 hours per day, 7 days per week. Resource Exploration reserves the right to perform regularly scheduled updates and maintenance, during which time the organization may experience brief periods of downtime for server restarts to make updates available. Scheduled updates take place after 6pm EST Monday-Friday, and the organization will be made aware ahead of schedule, to the greatest extent possible. It should be noted that Resource Exploration reserves the right to restart the web server at any time, but will provide the organization as much advanced awareness as possible. Resource Exploration uses all reasonable business means to ensure the application is available for the organization's use.

11. Insurance - Vendor insurance and liability. Resource Exploration agrees to procure and maintain in force during the term of this Agreement, at its own cost, cyber insurance coverage.

12. Mutual Indemnification - From third party claims. Each party will indemnify and hold harmless the other party from any and all claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by the other party's negligence, breach of warranty or contract or wrongful conduct.

13. Independent Contractors. The parties agree that Resource Exploration, LLC, is an independent contractor as that term is commonly used and Resource Exploration, LLC's employees are not and shall not be considered subcontractors or employees of the City and has no authority to bind the City in any manner. Contractor shall be solely responsible for the withholding and reporting of all federal, state, and local income and employment taxes. Contractor acknowledges that it is not insured in any manner through the City for any bodily injury, personal injury, or property loss whatsoever.

14. Limitation of Liability. Except for indemnification and those matters

required to be insured pursuant to this Addendum, neither party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

15. Liability Insurance. Resource Exploration, LLC, shall obtain and maintain in full force and effect during the entire term of this agreement a policy of comprehensive general liability insurance, including an acknowledgement of and coverage for the indemnity provision of this Addendum, with limits of liability of not less than \$1 million and workers disability compensation insurance in compliance with Missouri's statutory limits, and shall provide a certificate of insurance to the City naming the City as a certificate holder, which certificate shall provide that the City shall receive at least 30 days prior written notice of cancellation or nonrenewal of such insurance. Said insurance shall cover any claims arising out of, occurring during, or accruing during the term of this agreement and shall survive the term and termination of this agreement and shall be primary without right of contribution against the City.

16. Non-Assignment. The parties agree that there shall be no authority on the part of Resource Exploration, LLC, to subcontract, assign, or otherwise dispose of any portion of the services to be performed herein without the prior written approval of the City. In the event that the City approves a subcontract, assignment, or disposition, Resource Exploration, LLC, solely shall be responsible for managing, directing and paying the subcontractors or assignees, and the City shall have no obligations whatsoever toward said subcontractors or assignees. Consent to subcontract, assign, or otherwise dispose of any portion of this Agreement shall not be construed to relieve Contractor of any responsibility for the fulfillment of this Agreement.

17. Completeness of Agreement. This Agreement constitutes the entire agreement between your organization and Resource Exploration regarding OnlinePBB, the hosting of the Website and your use of the website. Resource Exploration will not be bound by any provision in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise unless Resource Exploration specifically agrees in writing to such provision.

