



## General Services Agreement

This General Services Agreement ("Agreement") is entered into on this [date] by and between:

City of Tomball  
401 Market Street  
Tomball, Texas 77375  
("Client")

AND

Perspective Is Power  
7200 Trinidad Drive  
North Richland Hills, Texas 76180  
("Consultant")

### 1. TERM AND SCOPE OF SERVICES

The Consultant agrees to provide the services outlined below to the Client for the duration of the Agreement, which commences on October 1, 2024, and ends on September 30, 2025.

Services to be provided:

- Leadership development training, workshops, and consulting sessions for Tomball University.
- Curriculum development and delivery for both front-line employees and leadership teams.
- Coaching and facilitation for Tomball University participants.
- Any additional agreed-upon services relevant to the goals of Tomball University, to be requested and confirmed in writing by the Client.

### 2. COMPENSATION AND PAYMENT TERMS

The total compensation for services rendered under this Agreement shall not exceed \$51,000 for the term specified.

- Invoices for services provided will be submitted by the Consultant upon completion of services.
- Invoices are due upon receipt and must be paid via ACH transfer.
- Payments will be processed by the Client within 7 days of receipt of the invoice.

### 3. EXPENSES

All pre-approved expenses incurred by the Consultant in connection with the services provided under this Agreement will be reimbursed by the Client, provided that valid receipts are submitted along with invoices. Expenses will not be included in the total compensation amount of \$51,000 unless otherwise agreed.

### 4. ADDITIONAL SERVICES

Any additional services not outlined in this Agreement may be provided at the request of the Client and must be confirmed in writing. These additional services will be compensated separately, based on the mutual agreement of both parties.



## 5. CONFIDENTIALITY

Both parties agree to maintain confidentiality of any proprietary or sensitive information disclosed during the term of this Agreement.

## 6. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party from any claims, losses, liabilities, or damages arising out of the performance of this Agreement, except where such claims, losses, liabilities, or damages are the result of the indemnified party's gross negligence or willful misconduct.

## 7. DISPUTE RESOLUTION

In the event of a dispute arising under this Agreement, both parties agree to work in good faith to resolve the dispute through mediation. If mediation fails, the parties may pursue any legal remedies available under Texas law.

## 8. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

For Client:

Name: David Esquivel

Title: City Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For Consultant:

Name: Kelley Moore

Title: CEO

Signature:     *Kelley Moore*    

Date:     1 October 2024