

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT ("Agreement") between Berry, Dunn, McNeil & Parker, LLC, (hereinafter "Consultant"), and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services. Consultant and County shall collectively be referred to as the "Parties."

I. PROFESSIONAL CONSULTING SERVICES

A Statement of Work ("SOW") is attached hereto as Exhibit "A" and the terms therein are incorporated in this Agreement. Consultant agrees to perform the Professional Consulting Services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant may provide the services described in the SOW by using Consultant personnel or selected independent contractors. Consultant agrees to provide the items described in the SOW ("Deliverables").

II. TERM AND TERMINATION

- A.** This Agreement shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Agreement, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in the SOW shall be fully performed and delivered to the satisfaction of the County. The Parties acknowledge that the Project Completion Date is initially set to be Twelve (12) months from the Effective Date, however this date may be amended at the sole discretion of the County. Consultant shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Services will not be completed on or before the Project Completion Date and in full accordance with the terms of the SOW. Upon successful completion of the services as described in the SOW, this Agreement shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.
- B.** Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.
- C.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement.

If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

III. PAYMENT, TAXES & EXPENSES

- A. Payment Terms. County will pay Consultant a flat fixed fee for the Services, as set forth in the attached SOW. The not-to-exceed amount shall be One Hundred Forty-Six Thousand Nine Hundred Dollars (\$146,900.00).

Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- B. Taxes. County agrees to pay the amount of any sales, value added, use, excise, or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.
- C. Expenses. In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the Services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by

reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

IV. OWNERSHIP AND LICENSE

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid-up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

V. CONFIDENTIAL INFORMATION

- A.** To the extent authorized by law, any business, operational, commercial, financial, or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.
- B.** To the extent authorized by law, any business, operational, commercial, financial, or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.
- C.** To the extent, if any, that any provision in this Agreement conflicts with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers, and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to

rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

VI. RELATIONSHIP BETWEEN THE PARTIES

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

VII. WARRANTY

Consultant warrants that the Services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. Consultant shall be responsible for the accuracy of his/her/its Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Consultant's responsibilities for all questions arising from errors and/or omissions, subject to the dispute resolution provisions set out herein.

VIII. INDEMNIFICATION

CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY CONSULTANT, CONSULTANT'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER AGREEMENT WITH CONSULTANT INCLUDING, WITHOUT LIMITATION, CONSULTANT'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL.

CONSULTANT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM CONSULTANT'S FAILURE TO PAY CONSULTANT'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY CONSULTANT.

CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONSULTANT IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE AGREEMENT DOCUMENTS SHALL NOT LIMIT CONSULTANT'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM CONSULTANT IS NOT LEGALLY LIABLE, CONSULTANT'S OBLIGATIONS SHALL BE IN PROPORTION TO CONSULTANT'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN CONSULTANT IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. CONSULTANT SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT CONSULTANT, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

IX. INSURANCE

Consultant must comply with the following insurance requirements at all times during this Agreement:

- A. Coverage Limits.** Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:
1. Worker's Compensation in accordance with statutory requirements.
 2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
 3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
 4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.
- B. Certification of Coverage.** Prior to the performance of any Services, Consultant shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. As further set out below, Consultant shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Consultant hereunder.

C. Additional Insureds; Waiver of Subrogation. “Williamson County, Texas, its directors, officers and employees” shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where “Williamson County, Texas, its directors, officers and employees” are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Certificate Holder. The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, TX. 78626
Email: purchase@wilco.org

E. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

Williamson County, Texas
C/O: Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, TX. 78626
Email: purchase@wilco.org

With copy to:
Williamson County Auditor’s Office
Attn: Agreements Auditor
901 South Austin Avenue
Georgetown, Texas 78626
Email: contractaudit@wilco.org

2. The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County’s Self-Insured Retentions of whatever nature.

F. Notices by Consultant. Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Consultant shall also notify County, within twenty-four (24) hours of**

receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

- G. Premiums and Deductible.** Consultant shall be responsible for payment of premiums for all of the insurance coverages required under this section. Consultant further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Consultant is responsible hereunder, Consultant shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$100,000 in the Consultant's insurance must be declared and approved in writing by County in advance.
- H. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.
- I. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Consultant, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.
- J. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Consultant's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Consultant's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Consultant hereunder.

Consultant shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the Certificates of Insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

- K. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant.

X.
CHANGE REQUESTS

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice (“Change Requests”). The nature of these changes includes, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

- i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;
- ii. Any changes to the terms of this Agreement shall be reduced to a written amendment and executed by both parties prior to such changes becoming effective; and
- iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any amendment relating to a Change Request, the terms and conditions of this Agreement shall control.

XI.
DISPUTE RESOLUTION; MEDIATION

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, Agreement, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association (“AAA”). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

XII. GENERAL

- A. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- B. Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- C. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- D. Successors and Assigns; Assignment.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- E. No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- F. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- G. County's Right to Audit.** Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.
- H. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
- I. Conflicting Terms.** In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.
- J. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- K. Entire Agreement.** This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. **NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.** It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

BERRY, DUNN, MCNEIL & PARKER, LLC (Consultant)

By: 

Name: Seth Hedstrom

Title: Principal

Date: June 24, 2024

WILLIAMSON COUNTY, TEXAS (County)

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____, 20_____

EXHIBIT "A"

June 6, 2024

Williamson County
Attention: Minnie Beteille
301 SE Inner Loop, Suite 105
Georgetown, TX 78626

Dear Minnie Beteille:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), we are pleased to submit this letter to Williamson County (the County) as it plans for its upcoming enterprise resource planning (ERP) replacement project. We appreciate the opportunity to be considered for this complex and detailed undertaking, and we are pleased to share the information that follows—including firm, representative team members, experience, approach, work plan, and cost details.

Key Qualifications

As evident in the key points that flow, we have a strong desire to partner with the County; a clear understanding of the work effort required and the County's needs, and extensive experience conducting similar projects in the State and nationally; and several notable attributes that differentiate us from other proposers.



Our commitment to serving public-sector clients in the State. Our project team is very familiar with the State's public-sector landscape, including through work with Denton County Transit Authority, Ellis County, Galveston County, and Travis County. We have extensive experience successfully completing projects of similar scope and size to the initiative proposed. Below, we list our public-sector clients in the State. This experience supports our ability to respond to the unique elements associated with the County.

- City of Allen
- City of Amarillo
- City of Arlington
- City of Austin
- City of Benbrook
- City of Burleson
- City of Carrollton
- City of Cedar Hill
- City of Cedar Park
- City of College Station
- City of Dallas
- City of Denton
- City of DeSoto
- City of Duncanville
- City of Ennis
- City of Farmers Branch
- City of Fate
- City of Fort Worth
- City of Frisco
- City of Galveston
- City of Garland
- City of Georgetown
- City of Grand Prairie
- City of Irving
- City of Katy
- City of Leander
- City of Mansfield
- City of McKinney
- City of Mesquite
- City of Midland
- City of New Braunfels
- City of Pearland
- City of Pflugerville
- City of Plano
- City of Richardson
- City of Rowlett
- City of Sugar Land
- City of University Park
- City of Weatherford
- City of West University Place
- City of Wichita Falls
- CommUnity Care
- Denton County Transit Authority
- Ellis County
- Galveston County
- North Texas Emergency Communications Center
- Round Rock Independent School District
- Texas A&M University
- Travis County
- University of North Texas Health Science Center at Fort Worth



Our full life cycle experience from assessment through implementation and notable background with Oracle EBS replacement projects. With BerryDunn, the County will be served by a firm with extensive experience assisting clients in every stage of the enterprise system planning, selection, and implementation life cycle. In fact, we have conducted more than 200 comparable engagements for a variety of public-sector clients, and most were ERP-specific. As a result of this and our independence from the vendor marketplace, we have become familiar with all major ERP vendors and the

functionalities their systems provide. This includes familiarity with the County's current on-premise ERP system, Oracle EBS. The County will benefit from our background with ERP replacement projects and familiarity with all ERP systems the County may consider in this process, as well as all functional areas in scope including human capital management (HCM) and finance.



Our proven project management approach embeds change management methodologies. Our work for the County will be guided by established project management methodologies and best practices as defined by the Project Management Institute® (PMI®) as well as inputs from Agile and Lean principles. Additionally, we know the important role organizational change management (OCM) plays in implementation processes; therefore, we integrate a disciplined change management approach to our work—from system selection through implementation—using Prosci® and other leading change management methodologies and best practices as a foundation. This integration will help ensure the County's stakeholders have opportunities to provide input, support, and buy-in for all decisions from to help increase the likelihood of project success.



Our independent and objective advisory services. Central to our identity is the preservation of our independence and objectivity. Our team has many years of large-scale enterprise business process, system advisory, and implementation experience, but our firm does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors. Further, we do not have any preferred vendors and the County will not find our name listed as partners, affiliates, or sponsors of any vendor, nor does BerryDunn sell hardware or software products. This—along with our BerryDunn Bridge vendor outreach program—allows us to provide unbiased system consulting services and only work in the County's best interests at all times. BerryDunn is not affiliated with any specific vendor, allowing us to provide truly independent advisory services to our clients. In that respect, we recognize the importance of networking and continuous market research to help ensure we are apprised of industry best practices, emerging trends, and updates in the software vendor community.

BerryDunn Overview

BerryDunn is a nationally recognized independent management and IT consulting firm focused on inspiring organizations to transform and innovate. As a Limited Liability Company formed in 1974 with 65 principals, 34 owners, and eight office locations, ***we have experienced sustained growth throughout our 50-year history.***

We employ more than 875 staff members—including more than 335 in our Consulting Services Team. From extensive ***project experience for more than 650 state, local, and quasi-governmental agencies,*** our team brings valuable perspectives to every engagement. Additionally, our team has prior experience serving state and local government agencies, providing them with an in-depth understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the County serves.

Our firm provides a full range of professional services including:

- **Software Assessment, Planning, and Procurement**
- **Software Implementation Project Management and Oversight**
- **OCM**
- Organizational and Operational Analyses
- Business Process Reviews and Redesign
- Project Assessments and Remediation
- IT Assessments
- IT Strategic Planning
- Leadership and Organization Development
- Enterprise and Departmental Strategic Planning
- Master Planning

- Cost of Service and Fee Studies

Figure 1 illustrates BerryDunn's local government consulting specialization areas. We provide unparalleled expertise and unique insights across these areas, supporting our clients in solving some of their biggest challenges and addressing opportunities to improve and plan.

Figure 1: Local Government Practice Group Areas of Specialization



Of note to the County, we have a dedicated **EDT Practice** that focuses on providing advisory services that address clients' technological and business process modernization needs. The EDT Practice offers more than 30 years of relevant consulting experience, as well as firsthand insights gained from team members' prior experience serving within local government organizations. Having conducted more than 200 projects that span the system replacement life cycle or include business process improvement as a core focal point or part of a larger initiative, we bring unique insights and industry best practices to every engagement. We understand the functionality of local government organizations, and we understand the processes, policies, people, and technology that support it. It is through this and our independence and objectivity that we serve as trusted advisors to our clients and strong proponents to the projects they conduct.

BerryDunn Bridge and Our Independence



BerryDunn Bridge is a program facilitated by our Local Government Practice Group. This program was developed to promote information sharing between public-sector software providers and our consultants and helps continually expand our own—and our clients'—understanding of the public-sector software landscape. BerryDunn Bridge provides opportunities to share our clients' needs with the software vendor community and gain knowledge of upcoming technological trends, recent product developments, and find target markets for software providers.

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Public-sector software providers opt into this program to establish a cadence of meetings between their team members and our own to keep up-to-date on industry and client trends. This includes knowledge-sharing opportunities ranging from focused discussions between management teams to software demonstrations with a broader audience of consulting staff. As a result of this program, we are able to best serve our clients and

pass on our knowledge gained—including modern software system capabilities not currently being utilized or perhaps even previously contemplated by our clients.

BerryDunn is not affiliated with any specific vendor, allowing us to provide truly independent advisory services to our clients. In that respect, we recognize the importance of networking and continuous market research to help ensure we are apprised of industry best practices, emerging trends, and updates in the software vendor community.

Relevant Experience

Systems Consulting

BerryDunn has extensive experience in providing a variety of system consulting services to clients similar in size and complexity to the County. In Table 1, we have included a summary of public-sector system consulting projects with which our firm has recently assisted. We have also provided population data.

Table 1: Systems Consulting Experience

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
Counties and Regional Governments							
Adams County, Colorado (519,570)	•	•	•	•	•	•	•
Berks County, Pennsylvania (415,000)	•	•	•	•	•	•	
Calumet County, Wisconsin (53,000)	•	•	•				
Carver County, Minnesota (102,100)						•	•
Chesterfield County, Virginia (353,000)	•	•	•	•	•	•	
Clark County, Washington (488,000)	•	•	•	•	•	•	•
Coconino County, Arizona (140,000)						•	•
Doña Ana County, New Mexico (218,000)	•	•	•	•	•	•	
Ellis County, Texas (185,000)	•	•	•	•	•	•	•
Goochland County, Virginia (23,000)	•	•	•	•	•	•	•
Hamilton County, Indiana (338,000)	•	•	•	•	•	•	•
Henrico County, Virginia (325,000)	•	•	•	•	•		
Kaua'i County, Hawai'i (72,000)	•	•	•	•	•		
Maui County, Hawai'i (167,000)	•	•	•	•	•	•	

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
Lafayette Consolidated Government, Louisiana (242,000)	•	•	•	•	•	•	•
Louisville/Jefferson County Metro, Kentucky (740,000)	•	•	•	•	•	•	•
Minnehaha County, South Dakota (183,000)	•	•	•	•	•	•	•
Mobile County Health Dept, Alabama (415,000)	•	•	•	•	•	•	•
Monroe County, Florida (74,000)	•	•	•	•	•	•	•
Montgomery County, Pennsylvania (831,000)	•	•	•	•	•	•	•
Outagamie County, Wisconsin (184,000)	•	•	•	•	•	•	•
Peoria County, Illinois (179,000)	•	•	•	•	•	•	•
Person County, North Carolina (39,000)							•
Saginaw County, Michigan (191,000)	•	•	•	•	•	•	•
Scott County, Iowa (166,000)	•	•	•	•	•	•	•
Sussex County, Delaware (200,000)	•	•	•	•	•	•	•
Washington County, Minnesota (252,000)	•	•	•	•	•	•	•
Waukesha County, Wisconsin (407,000)	•	•	•	•	•	•	
Yamhill County, Oregon (107,000)	•	•	•	•	•	•	•
Municipalities							
City of Alameda, California (79,000)							•
City of Amarillo, Texas (199,000)	•	•	•	•	•	•	•
City of Aurora, Colorado (369,000)	•	•	•	•	•	•	•
City of Avondale, Arizona (85,000)	•	•	•	•	•	•	•
City of Beaverton, Oregon (97,000)	•	•	•	•	•	•	•
City of Boca Raton, Florida (91,000)	•	•	•	•	•	•	•
City of Boulder, Colorado (105,000)							•

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
City of Brighton, Colorado (40,000)	•						
City of Broken Arrow, Oklahoma (112,000)	•	•	•	•	•	•	•
City of Burlington, Vermont (43,000)							•
City of Cedar Falls, Iowa (41,000)	•	•	•	•	•	•	
City of Coral Springs, Florida (128,000)	•	•	•	•	•	•	•
City of Danville, Virginia (41,000)	•	•	•	•	•	•	
City of DeSoto, Texas (53,000)	•	•	•	•	•	•	
City of Detroit, Michigan (675,000)	•	•	•	•	•	•	•
City of Dover, Delaware (37,453)	•	•	•	•	•	•	•
City of Duncanville, Texas (40,000)							•
City of Edina, Minnesota (52,000)	•	•	•	•	•	•	•
City of Fargo, North Dakota (122,000)	•	•	•	•	•	•	
City of Farmers Branch, Texas (35,000)	•	•	•	•	•	•	•
City of Fort Collins, Colorado (165,000)	•	•					
City of Fountain Valley, California (56,000)	•	•	•	•	•	•	•
City of Frisco, Texas (177,000)	•	•	•	•	•	•	•
City of Gahanna, Ohio (35,000)	•	•	•	•	•	•	•
City of Gaithersburg, Maryland (68,000)	•						
City of Garland, Texas (238,000)	•						
City of Glendale, Arizona (237,000)	•	•	•	•	•	•	•
City of Grand Prairie, Texas (193,837)							•
City of Helena, Montana (32,000)	•	•	•	•	•	•	•
City of Independence, Missouri (117,000)	•	•	•	•	•	•	•
City of Irvine, California (273,000)	•	•	•	•	•	•	•
City of Irving, Texas (230,000)	•	•	•	•	•	•	•

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
City of La Mesa, California (60,000)	•						
City of Lakeville, Minnesota (64,000)	•	•	•	•	•	•	•
City of Lawrence, Kansas (96,000)	•	•	•	•	•	•	•
City of Livermore, California (90,000)	•	•	•	•	•	•	
City of Long Beach, California (470,000)							•
City of Mansfield, Texas (70,000)	•	•	•	•	•	•	
City of McKinney, Texas (181,000)	•	•	•	•	•	•	•
City of Midland, Texas (119,000)	•	•	•	•	•	•	•
City of Minot, North Dakota (48,000)						•	•
City of Ormond Beach, Florida (42,000)							•
City of Philadelphia, Pennsylvania (1,581,000)	•	•					
City of Plano, Texas (287,000)	•	•	•	•	•	•	
City of Puyallup, Washington (41,000)						•	•
City of Redding, California (92,000)	•	•	•	•	•	•	•
City of Richland, Washington (53,000)	•	•	•	•	•	•	•
City of San Leandro, California (90,000)	•	•	•	•	•	•	
City of Santa Fe, New Mexico (70,000)	•	•	•	•	•	•	•
City of Simi Valley, California (126,000)							•
City Spokane Valley, Washington (98,000)	•	•	•	•	•	•	•
City of St. Charles, Missouri (70,000)	•	•	•	•	•	•	
City of Sugar Land, Texas (89,000)			•	•	•	•	•
City of Surprise, Arizona (121,000)	•	•	•	•	•	•	•
City of Tampa, Florida (388,000)	•	•	•	•	•	•	•
City of Tucson, Arizona (525,000)	•	•	•	•	•	•	•
City of Weatherford, Texas (31,000)	•	•	•	•	•	•	•

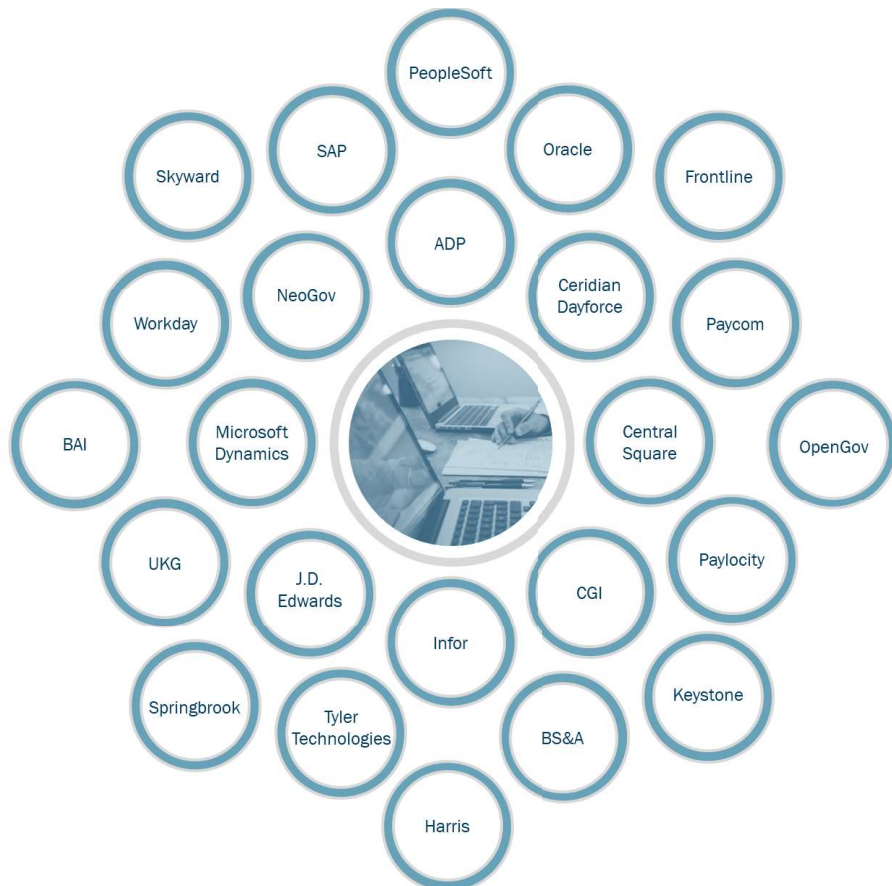
	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
City of Wheat Ridge, Colorado (31,000)	•	•	•	•	•	•	
City of Wilmington, North Carolina (117,000)	•	•	•	•	•	•	•
Village of Oak Park, Illinois (52,000)	•	•	•	•	•	•	•
Regional and Special Purpose							
Coachella Valley Association of Governments, California (represents 10 cities, one county, and four Native American tribes)	•	•	•	•	•	•	•
Chicago Metropolitan Agency for Planning, Illinois (CMAP) (2,710,000)	•	•	•	•	•	•	•
City-Council Information Technology Commission (CCITC), Wisconsin (serves Marathon County, the City of Wausau, three counties' healthcare, four police departments, and Marathon public library system)	•	•	•	•	•	•	
Lafayette Consolidated Government, Louisiana (242,000)	•	•	•	•	•	•	
Metropolitan Government of Nashville and Davidson County, Tennessee (684,000)	•	•	•				
Omaha-Council Bluffs Metropolitan Area Planning Agency, Nebraska (968,000)	•	•	•	•	•	•	
Tri-County Health Department, Colorado (1,400,000)	•	•	•	•	•	•	•
Waste Commission of Scott County, Iowa (175,000)	•	•	•	•	•	•	
K-12 Public Education							
Laramie County School District One, Wyoming (14,000 students)	•	•	•	•	•	•	
Jefferson County School District, Colorado (77,092 students)	•	•	•				

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
Newport School District, New Hampshire (1,000 students)	•						
Syracuse City School District, New York (20,000 students)				•	•	•	•

ERP Systems Familiarity

Figure 2, on the following page, describes our experience with ERP software vendors, including those that we have reviewed as part of systems planning engagements and those that clients selected for implementation. Our experience assessing a wide variety of vendors means that we understand the capabilities and limitations of today's systems.

Figure 2: ERP System Vendor and Functional Area Experience



Representative Project Team Members

At BerryDunn, we believe in the synergy that accompanies a team approach. To that end, we will assemble a highly qualified project team to meet the County's ERP needs. The following team members are representative of the qualifications and experience the County can expect of a project team assigned to this project.



Seth Hedstrom, PMP®, LSSGB

Seth is a principal and the leader of our Local Government Practice Group. He leads business process analysis, system selection and implementation, and project management initiatives. He has managed more than 75 enterprise process and technology planning projects over the course of 15 years.. Seth has led our clients through many of the complex decision points and issue-resolution processes typical of business process analysis, system selection, and implementation projects, and facilitated focused reviews of business processes needing change. Through this, Seth has provided business process improvement services for many clients, either as a stand-alone engagement or as part of an enterprise system selection. His experience includes documenting as-is business processes, benchmarking processes with similar organizations, introducing industry best practices, and developing to-be business process recommendations.



Tammie Warren, LSS

Tammie is a senior consultant in BerryDunn's Local Government Practice Group. She is a results-driven business leader with experience in project management and management of large-scale, multi-state enterprise systems and over 12 years focused on finance and HR related business operations. She is highly skilled in interpreting and analyzing business processes, with a passion for problem solving and delivering solutions and experience with working with cross-functional teams and facilitating the successful execution of project objectives and milestones.



Austin Nichols, MPA

Austin is a senior consultant in our Local Government Practice Group and specializes in leading software system replacement projects, both as a consultant and former local government leader. Having led multiple software system replacement projects, Austin excels by developing action plans through understanding stakeholder requirements, setting goals with measurable outcomes, managing project risks and issues, and providing transparent communication throughout the life cycle of the effort. He has successfully managed the implementation of large-scale projects, including ERP and computer-aided dispatch (CAD)/record management systems (RMS), developed a mobile app to connect citizens to city services, and led a Work Smarter initiative to reduce cost and increase the efficiency of utility and public works departments.



Michelle Graham, MS, MBTI, CPM, LSSGB

Michelle is a senior consultant in our Local Government Practice Group with experience executing various types of projects while maintaining a constant focus on change management, organizational development, leadership development, and HCM. She has six years of experience as director of HR and over 15 years of parks and recreation experience in various roles, including director. She has a proven track record in employee retention and has earned multiple departmental and individual awards for her initiatives.



Jen Ferguson, MPA

Jen Ferguson is a senior consultant in our Local Government Practice Group. She has over 25 years of public-sector experience and significant expertise in strategic and financial planning. Jen has led, planned, and coordinated fiscal affairs for cities across Washington and Minnesota, holding influential leadership positions such as city administrator and director of finance. Supplementing her

background in public-sector administration, Jen is well-versed in operations and process improvement, organizational development, performance management, and systems implementations.



Kate Offerdahl-Joyce, NIGP-CPP

Kate is a senior consultant in our Local Government Practice Group who focuses on procurement and contract analysis—having led more than 30 municipal clients through comparable ERP system selection projects. They bring more than 11 years of procurement, process improvement, and recommendation implementation experience. With a strong background in project management, Kate has hands-on experience working with a wide array of teams and organizations to improve business processes to be more efficient, user-friendly, and time and cost-effective. Kate is also a National Institute of Governmental Purchasing Certified Procurement Professional.



Erin Provazek, MBA, CGCIO, ITIL, Prosci® CCP, PMP®, COBIT 2019

Erin is a senior manager in BerryDunn’s Local Government Practice Group. She is an experienced information systems (IS) executive with extensive public-sector experience. Most recently, she served as the Assistant IT Director for the City of College Station, Texas. With over 22 years of firsthand experience working with local government agencies and extensive experience assisting public-sector entities in planning, problem solving, and improved IT service delivery, Erin has demonstrated skills in enhancing operational efficiency and maximizing use of limited resources.



Shannon Schulman, MA

Shannon is a consultant with our Local Government Practice Group and is experienced with stakeholder engagement, project coordination, and project documentation. She is also well-versed in business process improvement activities, including current environment assessments and existing data and documentation analysis. Prior to joining BerryDunn, she worked as an implementation consultant specializing in utility billing applications for Tyler Technologies where she served a wide range of clients during her three-year stretch with the firm, including assisting in map building for clients across the nation and implementing utility billing software for local governments.

Approach and Work Plan

Guiding Methodologies

Project Management

To help ensure that project objectives are met, and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Team employs project management best practices from PMI®’s Guide to the Project Management Body of Knowledge® (PMBOK® Guide).

Change Management

Stakeholders’ willingness to adopt new processes and tools plays a significant role in the success—or failure—of the new systems. BerryDunn has observed resistance to change in virtually all our systems-based engagements, and we will work with the County to proactively address resistance by:

- ▲ Engaging stakeholders at the right level throughout the project—from initial planning through go-live—to build understanding for the need for change and gain support from the people who will be using a potential future solution, and who are most familiar with current processes
- ▲ Developing and executing a communications plan that considers the information needs of each stakeholder group

- Documenting business processes, and working with stakeholders to understand how their work will be performed in the future environment

We have adopted the Prosci® change management methodology and trained **over 100 consultants to become Prosci® Certified Change Practitioners (CCPs)**. A central focus of the Prosci change management approach is the belief that, for change to work in an organization, individuals must be willing to change and understand change. Consistent with the Prosci® methodology, the County can expect our change management approach to involve three stages, as described below and on the following page.

1: Preparing for Change

Developing change management strategies, based on input from the County's stakeholders on the existing environment.

2: Managing Change

Overseeing assigned roles and tasks, providing training and coaching, using tools effectively, and executing a clear communication plan.

3: Reinforcing Change

Evaluating action plans, reviewing the sustainability of change management activities, and promoting individual and team successes.

Work Plan

BerryDunn strives to be flexible when it comes to development and execution of an effective work plan. We understand that no two projects are exactly alike and believe that ***one of the primary reasons we have been successful with similar projects is our willingness to be flexible in adapting to our clients' unique needs.***

This work plan accounts for the RFP process that relates to the replacement of the modules that exist in the current ERP Financials: accounts payable, accounts receivable, purchasing, grants and projects, fixed assets, general ledger, cash management, cost accounting ,HRMS, and payroll.

The overarching benefits the County can expect of our approach include:

- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the County's review and approval of all deliverables and key milestones
- Built-in project management and change management best practices—focused on keeping the project on time, on budget, and progressing at a healthy pace—for the County's stakeholders to understand why and how findings and recommendations will improve the current environment
- A needs assessment that will include all functional areas within scope, and focus on how those areas interact with each other and integrate with existing systems
- Thorough business process improvement activities, helping the County identify root causes of process and/or system deficiencies
- A focus on taking full advantage of the newest technology and harnessing efficiencies by reviewing business practices or implementing technology to enhance existing business processes performed by individual departments and those performed across the County
- An ability to successfully deliver all elements of the County's requested work effort

Below and on the following pages, we provide details of our work plan to conduct the County's project effectively and efficiently.

Phase 0: Project Initiation and Ongoing Project Management

0.1 Conduct initial project planning. We will conduct an initial project planning meeting with the County's project team. In this meeting, we will introduce key team members, clarify project goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing communications between BerryDunn and the County, as well as our approach to scope, risk, and resource management. As part of this session, we will identify internal and external stakeholder individuals and groups to include in the current state review and analysis and action planning phases.

0.2 Develop the Project Work Plan and Project Schedule. Based on the information gathered from our initial project planning meeting, as well as from those details enclosed in this proposal, we will develop the Project Work Plan and Schedule, which will outline the tasks and timelines for the needs assessment process. The Project Work Plan and Schedule will address which stakeholders to include and agreed-upon procedures between BerryDunn and the County related to project control, including quality management and deliverable submission/acceptance management. After providing draft versions of these materials in advance, we will review them with the County's project team and solicit feedback. This will introduce the County's project team to our document review process and provide an opportunity for the County's project team to share input on a critical step in the process. We will incorporate feedback and finalize the documentation before distributing it to the County's project team in final form.

▲ D1. Project Work Plan and Project Schedule

0.3 Develop Biweekly Status Updates. On an ongoing basis, we will develop and provide the County Biweekly Status Updates and facilitate biweekly status calls throughout the course of the engagement. The purpose of these Biweekly Status Updates is to provide the County with clarity and awareness as to the activities and accomplishments for the reporting period, plans for the upcoming month, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable.

▲ D2. Biweekly Status Updates

Phase 1: Current State Discovery

1.1 Develop and administer a survey. We will develop and administer a survey to County staff and stakeholders to learn about the current systems and processes environment. The information gathered from this activity will serve as the basis for our analysis and will be complemented by later current state review sessions held with these stakeholders.

1.2 Develop and administer an information request and review the results. We will provide the County's project team with an information request sheet for available documentation that will be helpful to us during the project. (e.g., organizational charts, documentation on existing systems, and policy documentation). We will respectfully request that the County's project team provide the documentation prior to the project kickoff presentation current state review sessions, as reviewing this information in advance of our work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of County personnel's time. These documents should not be created to fulfill this request; only existing documents would be needed.

1.3 Review provided survey results and documents and data received. We will review, analyze, and synthesize information gathered to date. Outcomes and key themes from this activity will be used to inform our initial understanding of the current state and guide further assessment and action planning activities.

Phase 1: Current State Discovery

1.4 Facilitate a kickoff presentation. We will conduct a kickoff presentation with County leadership and all project stakeholders. This will serve as an opportunity to introduce our project team members, discuss goals, present our project approach and methodology, review the schedule of key project dates, and answer questions. As part of this presentation, the County's project sponsor is expected to participate and speak to the goals and objectives of the initiative.

1.3 Facilitate fact-finding meetings. Following the project kickoff presentation, we will conduct fact-finding meetings with County staff identified as current and future users of the ERP solution, including Finance, HR, and Purchasing. We will also meet with IT staff, representative stakeholders from each department by functional area, and procurement staff. We will explore their experiences in daily interaction with the system, along with any additional areas we identify prior to or during the kickoff meeting. The purpose of these meetings is to review, evaluate, and document the County's existing system functionality and understand processes that are critical or unique to the County. Where appropriate, our team will observe staff conducting business process routines. We will also meet with representatives from the County's IT staff who support the existing applications to review available system documentation, existing data elements, and data reporting needs. When necessary, the BerryDunn team will accommodate unanticipated scheduling challenges of County personnel to make the best use of time. Our approach is to do what we can to accommodate such needs, providing the opportunity for all stakeholders to contribute their thoughts and ideas. We will schedule meetings to address all functional areas in the County's requested scope that may be part of a future ERP environment.

1.4 Develop a Current State Analysis Memo. Drawing on the information gathered through our review of documentation, web survey results, and fact-finding sessions, we will prepare a draft Current State Analysis Memo. This memo will include but not be limited to:

- A high-level summary of findings
- Gaps/deficiencies in current systems functionality or integrations
- Best practice functions, processes, and requirements
- Data migration strategy analysis
- Opportunities for improved system design and efficiency
- Resource considerations related to the implementation as well as the future-system operations phase
- Potential change management resistance areas and potential mitigation strategies
- Other preliminary considerations

We will provide a draft of the Current State Analysis Memo to the County for review and facilitate a work session via teleconference to explain our findings, gain feedback, and build consensus related to the presented decision points. We believe it is important to obtain the County's validation and approval of these findings, as this information will serve as the basis for future requirements. We will then revise the report and update to final.

D3. Current State Analysis Memo

Phase 2: Request for Proposal (RFP) Development

OPTIONAL 2.1 Facilitate vendor outreach information sessions. An optional activity—facilitating vendor outreach information sessions—will provide an opportunity for up to eight vendors to provide information on the capabilities of the systems on the marketplace for up to four hours each. We will provide these vendors with a format to follow

Phase 2: Request for Proposal (RFP) Development

for ease of comparison. Holding these sessions will generate interest from the vendor community and increase the likelihood of a strong response rate, as well as better inform the County when it finalizes requirements for the future ERP solution. At the conclusion of these sessions, we will conduct a debrief survey to solicit feedback from participants of desired functionality to be included in the RFP for a future system.

2.2 Develop Preliminary Functional and Technical Requirements. BerryDunn has developed a database of specific technical and functional requirements based on our experience with other governmental agencies, as well as our knowledge of software system functionality and best practices. Drawing from this database, we will make refinements based on those processes that are critical or unique to the County. These requirements will support supplemental functionality requirements with key reporting, interface, and conversion enhancements, and promote inter-departmental collaboration and efficient information exchange. In our recent experience, those areas have significantly differentiated vendors' solutions and require a specific focus in the selection activities. Our analysis typically results in about 75% of the requirements being defined upfront for most of our clients.

▲ *D4. Preliminary Functional and Technical Requirements*

2.4 Facilitate joint requirements planning (JRP) work sessions to review and update the requirements. We will facilitate a series of JRP work sessions with County stakeholders and our project team members to review the preliminary requirements. We will reconvene many of the same stakeholders, organized by functional area, which met during fact-finding activities to discuss the future system capabilities. Using the preliminary list, we will review and confirm each item as well as assign a relative criticality to communicate to vendors responding to the list as part of their RFP responses. We will also facilitate similar meetings to review potential interfaces and data conversion objects. Once these have been reviewed, we will update the list to final. Our role in facilitating the JRP work sessions involves contributing our focused knowledge of the vendor marketplace to align the items requested in the list with the goals and objectives of the project. For example, we might comment on where functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can advise on requirements to include that might be commonplace today, but beyond the familiarity of County stakeholders.

▲ *D5. Final Functional and Technical Requirements*

2.5 Develop an RFP Package. We will develop an RFP Package using a proven format that will include necessary elements for an effective evaluation including but not limited to the following:

- information pertaining to the history of the project,
- a high-level description of the County's current environment,
- change management expectations,
- the County's Final Functional and Technical Requirements,
- detailed data migration and integration requirements,
- detailed key performance indicators used by implementers, and
- and a structured list of points for vendors to address in their responses.

Our project team will also work with the County to develop objective evaluation criteria to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed, based upon established evaluation criteria. Once complete, we will meet with the County's procurement team and project team to review the draft RFP Package, collecting any feedback or additional terms for inclusion, before updating the RFP to final and providing it to the County's project team for distribution through its standard channels. In addition, we can provide a distribution list that includes most of the major time and attendance solution vendors in the market.

Phase 2: Request for Proposal (RFP) Development

▲ D6. RFP Package

Phase 3: System Selection

3.1 Assist with responding to vendor questions and developing addenda. Our project team will coordinate, plan, and lead a pre-proposal conference by phone for interested vendors, facilitating the question-and-answer portion of the meeting. We will then compile a list of questions raised and will prepare suggested responses on the County's behalf. These will be provided in a format that the project team can review, revise, and ultimately publish as an addendum to the RFP, as determined by procurement staff.

3.2 Assist with facilitating a vendor pre-proposal conference. Our project team will coordinate, plan, and lead a pre-proposal virtual meeting for interested vendors, facilitating the question-and-answer portion of the meeting. We will then compile a list of questions raised and will prepare suggested responses on the County's behalf. These will be provided in a format that the County can review, revise, and ultimately publish as an addendum to the RFP, as determined by County's procurement team.

3.4 Perform an initial completion review of vendor proposals received, identify initial items for clarification, and develop a Proposal Executive Summary Memo. We will facilitate the proposal review process by analyzing vendor proposals compiling them in a single, executive-level Proposal Executive Summary Memo. The memo will identify key areas for consideration by the evaluation team related to each vendor's alignment with the established evaluation criteria within the RFP. This memo will also include a comparison of vendor responses to the Final Functional and Technical Requirements.

3.5 Facilitate round one scoring meetings to identify short-listed vendors and items needing clarification. We will participate in a meeting with the evaluation team to review the proposal summaries, discuss each proposal received, assist in the scoring process, and collect scores to identify the top preferred vendors to invite for demonstrations. We will clarify any open items with these short-list vendors before issuing invitations for demonstrations.

▲ D7. Proposal Executive Summary Memo/Vendor Short-List Identification

3.6 Facilitate demonstration planning work sessions and help develop demonstration scripts. We will meet with the County's project team to develop demonstration scenarios and scripts. We will hold pre-demonstration conference calls with short-list vendors, giving each vendor one hour to ask questions about the demonstration scenarios and approaches.

3.7 Facilitate vendor demonstrations. We will facilitate conference calls with vendors and assist the County's project team for a period of up to five days. Our project team's extensive background in the demonstration process will provide the County's project team with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations.

3.8 Assist in planning for reference checks and site visits. We will assist the County's project team with identifying tasks that should be accomplished prior to meeting at each site. We will coordinate with the County's project team to discuss the suggested approach for these reference checks.

Phase 3: System Selection

3.9 Facilitate a final selection meeting. We will participate in the final selection meeting via teleconference following the completion of reference checks and site visits. The objective will be to identify a preferred vendor and a second-choice vendor should contract negotiations with the first be unsuccessful.

▲ *D8. Preferred Vendor Identification*

3.10 Support the County in the contract negotiations process with its preferred vendor. At the conclusion of final scoring activities, we anticipate supporting the County with the contract negotiations process when and where it will benefit the County most. We have been involved in this process from the client, vendor, and independent consultant perspectives and understand how the associated support needs vary and how the contract impacts the eventual implementation process. In conducting contract approval and negotiations activities, we will draw on these experiences to help ensure the County's best interests are met and project goals and objectives are achieved.

Working collaboratively with the County's project team, legal counsel, and preferred vendor, among other stakeholders, we will take part in various activities, including, but not limited to:

- Developing a draft contract, using the County's contracting procedures and the vendor's proposal as starting points
- Reviewing the contract documents with the County's project team to help ensure that requirements are clearly defined and to establish that the County agrees to the schedule, implementation process, fee arrangement, scope of services, vendor resources, deliverables, costs, acceptance criteria, and terms and conditions
- Participating during negotiations with the preferred vendor
- Supporting presentation development and delivery to County leadership as it relates to receiving approval and contract execution

Should it become clear at any point during contract approval and negotiations that the preferred vendor's solution or contract terms will not meet the needs of the County, we might recommend halting the process with that vendor and commencing efforts with the second-choice vendor

In recognition of the many variables not yet known related to the contract approval and negotiation timeline and work effort, we plan to commit up to 50 hours, billed as incurred.

▲ *Deliverable 9 – Contract Negotiations Assistance*

Phase 4: As an optional fourth phase, BerryDunn is available to support the implementation of the selection system by providing implementation project management support and related advisory assistance based on our extensive experience being a part of implementations in similar local government organizations. We provide a variety of service levels ranging from full-time, team efforts to part-time, focused roles. We would expect to further define such involvement when the County reaches Task 3.5 when there will be a better sense of likely timelines, resource requirements, and resource availability.

Cost

Table 2, below, presents the fixed-fee costs associated with our proposed work plan. These fees are based on our experience conducting projects of similar size and scope, and the assumption that satisfying a deliverable

is based on the County’s signed acceptance. That said, the County will not incur any additional costs associated with the process of reaching deliverable acceptance.

Table 2: Fixed-Fee Project Costs

Phase	Cost
Phase 0: Project Initiation and Ongoing Project Management	\$15,100
Phase 1: Current State Discovery	\$41,500
Phase 2: RFP Development	\$31,200
Phase 3: System Selection	\$41,600
Total	\$129,400
Travel Expense Estimate*	\$9,500
OPTIONAL 2.1 Facilitate vendor outreach information sessions.	\$8,000
Optional Phase 4: Implementation Assistance	\$260/hr

*Travel will be billed as incurred.

All work will be conducted in accordance with our agreement with the Texas Interlocal Purchasing System Vendor Agreement, TIPS RFP 230601 Consulting and Other Related Services. The following table shows our planned project roles, estimated hours by role, and proposed costs to indicate alignment within the TIPS rates.

Table 3: Project Role Allocations

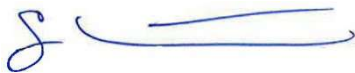
Project Role	Estimated Hours	Proposed Rate	TIPS Rate
Project Principal	20	\$425	\$485
Project Manager	120	\$265	\$286
Lead Business Analyst	180	\$245	\$252
Lead Technical Analyst	80	\$245	\$252
Business Analyst	127	\$200	\$213

Additionally, we will submit invoices in accordance with the County’s Vendor Reimbursement Policy (dated March 29, 2023).

In Closing

If you have any questions regarding the services we can provide or wish to discuss your goals and objectives with us in more detail, please feel free to contact us directly. We look forward to learning how we can help the County achieve its goals and objectives for this important initiative.

Sincerely,



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