

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH BERRY, DUNN, MCNEIL & PARKER, LLC, DBA BERRYDUNN, THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT #200601 FOR THE ENTERPRISE RESOURCE PLANNING (ERP) ASSESSMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8232 – AWARDED TO BERRY, DUNN, MCNEIL & PARKER, LLC, DBA BERRYDUNN, IN THE NOT-TO-EXCEED AMOUNT OF \$130,000.00).

WHEREAS, pursuant to Ordinance 2011-082, The Interlocal Purchasing System Program has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through The Interlocal Purchasing System Program at less cost than the City would expend if bidding these items individually; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the "File Number" referenced herein and on file in office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8232	Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn	\$130,000.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to The Interlocal Purchasing System Program for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents and related documents filed with The Interlocal Purchasing System Program and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by The Interlocal Purchasing System Program, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to The Interlocal Purchasing System Program, and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [____ - ____]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____


PASSED AND APPROVED this the _____ day of _____, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City
of Denton,
email=marcella.lunn@cityofdent-
on.com, c=US
Date: 2023.05.10 10:49:47 -05'00'



Docusign City Council Transmittal Coversheet

COOP	8232
File Name	ERP Assessment
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 8232**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT (the "Agreement") is made and entered into on _____, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and **Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn**, with its corporate office at 2211 Congress Street, Portland, ME 04102, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE I
CONSULTANT AS INDEPENDENT CONTRACTOR

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, Enterprise Resource Planning (ERP) Assessment, as described in **Exhibit B**, and incorporated herein (the "Project").

ARTICLE II
SCOPE OF BASIC SERVICES

The CONSULTANT shall perform the following services in a professional manner:

- A. The CONSULTANT shall perform all those services as necessary and as described in The Interlocal Purchasing System (TIPS) Cooperative Program Contract #200601 - Consulting and Other Related Services, which is on file at the purchasing office and made a part hereof as **Exhibit A** as if written word for word herein.

- B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as **Exhibit B** as if written word for word herein.
- C. CONSULTANT shall perform all those services set forth in individual task orders, as described in **Exhibit B**, which shall be attached to this Agreement and made a part hereof.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III **ADDITIONAL SERVICES**

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, per rates included in **Exhibit B**.

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- D. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- E. Visits to the site in excess of the number of trips included in **Exhibit B**.
- F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE IV

TIME OF COMPLETION

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in **Exhibit B**. The contract shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the OWNER, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first.

ARTICLE V

COMPENSATION

A. COMPENSATION TERMS:

1. “Subcontract Expense” is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.
2. “Direct Non-Labor Expense” is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed **\$130,000.**

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III “Additional Services,” without obtaining prior written authorization from the OWNER.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in **Exhibit B**. Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.
- E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

ARTICLE VI

OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this

Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII **INDEMNITY AGREEMENT**

THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY THE CLIENT AGAINST DAMAGES, LIABILITIES, AND COSTS ARISING FROM THE NEGLIGENT ACTS OF THE CONTRACTOR IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT, TO THE EXTENT THAT THE CONTRACTOR IS RESPONSIBLE FOR SUCH DAMAGES, LIABILITIES AND COSTS ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY BETWEEN THE CONTRACTOR AND THE CLIENT. THE CONTRACTOR SHALL NOT BE OBLIGATED TO INDEMNIFY THE CLIENT FOR THE CLIENT'S OWN NEGLIGENCE.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE IX **INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of **Exhibit C** which is attached hereto and made a part of this Agreement as if written word for word herein.

ARTICLE X **ALTERNATIVE DISPUTE RESOLUTION**

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

ARTICLE XI **TERMINATION OF AGREEMENT**

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons

specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.

- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XII

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE XIII

NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of seven (7) days' mailing:

To CONSULTANT:
Berry, Dunn, McNeil & Parker, LLC,
dba BerryDunn
Seth Hedstrom
2211 Congress Street
Portland, ME 04102

To OWNER:
City of Denton
Purchasing Manager –File 8232
901B Texas Street
Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XIV
ENTIRE AGREEMENT

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XV
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVI
COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

ARTICLE XVII
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

ARTICLE XVIII
PERSONNEL

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XIX **ASSIGNABILITY**

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

ARTICLE XX **MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXI **MISCELLANEOUS**

A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – The Interlocal Purchasing System (TIPS) Cooperative Program Contract #200601 - Consulting and Other Related Services (on file at the purchasing office)

Exhibit B – Consultant's Scope of Services Offer, Project Schedule, and Compensation Rate Sheet

Exhibit C – Consultant's Insurance Requirements

Exhibit D - Form CIQ – Conflict of Interest Questionnaire

What is called for by one exhibit shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the exhibits in the order in which they are listed above.

B. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.

- C. For the purpose of this Agreement, key person who will oversee the performance of the work hereunder shall be Chad Snow, Principal. However, nothing herein shall limit CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.
- D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.
- E. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.
- G. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

ARTICLE XXII

INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE XXIII

RIGHT TO AUDIT

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE XXIV

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Consultant acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Consultant certifies that Consultant's signature provides written verification to the City that Consultant: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXV

PROHIBITION ON CONTRACTS WITH COMPANIES DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Consultant certifies that Consultant's signature provides written verification to the City that Consultant, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVI

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVII
**PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN
 FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVIII
**TERMINATION RIGHT FOR CONTRACTS WITH COMPANIES DOING BUSINESS
 WITH CERTAIN FOREIGN-OWNED COMPANIES**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

ARTICLE XXIX
CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Consultant submits a disclosure of interested parties (Form 1295) to the City at the time the Consultant submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Consultant will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The consultant shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State

3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The OWNER must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

ARTICLE XXX

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Consultant shall complete and submit the City's Conflict of Interest Questionnaire.

ARTICLE XXXI

FORCE MAJEURE

We will endeavor and use commercially reasonable efforts to complete all work contemplated under this Agreement, However, neither party shall be liable to the other for any failure or delay of performance of any obligation under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible. As used in this section, force majeure means any cause beyond the reasonable control of a party, including, but not limited to, an act of God, nature, act of aggression, fire, strike, flood, riot, war, delay of transportation, terrorism, pandemics or other widespread outbreaks of infectious diseases or inability due to the aforementioned causes to obtain necessary labor, material, or facilities. The Consultant shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within seven (7) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date_____.

CONSULTANT

DocuSigned by:
BY: Seth Hedstrom
AUTHORIZED SIGNATURE

Printed Name: Seth Hedstrom

Title: Principal

207-541-2212

PHONE NUMBER

shedstrom@berrydunn.com

EMAIL ADDRESS

2023-1001509

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
BY: Marcella Lunn
4B070831B4AA438...

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

DocuSigned by:
Shannon Mejia Shannon Mejia
SIGNATURE PRINTED NAME

Deputy Technology Director

TITLE

Technology Services

DEPARTMENT

EXHIBIT A

The Interlocal Purchasing System (TIPS) Cooperative Program Contract #200601 -
Consulting and Other Related Services (on file at the purchasing office)



EXHIBIT B

March 16, 2023

City of Denton
Attn: Leisha Meine, Chief Technology Officer
215 E McKinney Street
Denton, TX 76201

Sent via email to leisha.meine@cityofdenton.com

Dear Leisha:

Thank you for the opportunity to submit this letter describing how our consulting team may assist the City of Denton (City) in assessing its current enterprise resource planning (ERP) environment. We appreciate the time you have taken to discuss the City's goals for this initiative with our team.

Berry Dunn McNeil & Parker, LLC (BerryDunn) is an independent management and IT consulting firm headquartered in Maine and serving clients nationally. ***Focused on inspiring organizations to transform and innovate***, we are a stable and well-established firm that has preserved our core values and reputation for excellence throughout our 48-year history. We have enjoyed steady growth by providing consistent, high-quality services to our clients in all 50 states—including numerous clients in the State of Texas (the State) and the City itself—Puerto Rico, and Canada.

Our firm's culture is centered on a deep understanding of our clients' commitment to serving the public. The human aspect of projects can often be forgotten in the maze of regulatory changes and legal requirements with which public-sector organizations must comply. BerryDunn proudly tailors each of its projects to recognize the work our clients do every day. ***We care about what we do, and we care about the people impacted by our work—including those at the City.***

On the following pages, we provide an overview of our firm, highlight our key qualifications, introduce some of our project team members, describe our proven yet flexible approach, share a few references, and present estimated fees for a project of this nature.

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 54 principals, 29 owners, and nine office locations, ***we have experienced sustained growth throughout our 48-year history.***

We employ more than 800 staff members—including more than 300 in our Consulting Services Team. From extensive project experience for more than ***400 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 City serves.

Our firm provides a full range of professional services that supports our ability to address the needs outlined by the City. These include:

- Software Implementation Project Management and Oversight
- Enterprise and Departmental Strategic Planning

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- Organizational Change Management
- Business Process Improvement, Reviews, and Redesign
- Software Planning and Procurement
- Organizational, Operational, and Staffing Analyses
- Performance Analyses
- Leadership and Organization Development
- Master Planning
- Cost of Service and Fee Studies
- Project Assessments and Remediation
- IT Assessments
- IT Strategic Planning

Figure 1 illustrates the overall organization of BerryDunn's Local Government Practice Group. We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges and addressing opportunities to improve and plan.

Figure 1: Local Government Practice Group Specialization



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.

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.

Key Qualifications

As evident in the key points that follow, we have a strong desire to partner with the City on this initiative. We have a clear understanding of the work effort required and the City's needs; extensive experience

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conducting similar projects in the State and nationally; and several notable attributes that differentiate us from other proposers.



Our deep expertise in providing ERP consulting services. With BerryDunn, the City 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 100 comparable engagements for a variety of public-sector clients and more than half 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 City's current ERP system, JD Edwards, and those ERP systems it may consider in this process.



Our project team members work exclusively with local government clients. BerryDunn's Local Government Practice Group is dedicated to serving public-sector clients, and 75% of our team members are former public-sector employees. This firsthand experience helps us understand your goals and challenges and contribute our in-depth knowledge to better improve technologies and functional area business processes. Our team is responsive, and we make every attempt possible to help ensure the stability of personnel assigned to the City. We work efficiently and effectively, know how to best engage City stakeholders, and are able to contribute best practices when and where it will benefit the City most through a proven but flexible approach.



Our integrated change management and project management methodologies. Our work for the City 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. We know the important role OCM plays in system replacement projects; therefore, we integrate a disciplined change management approach to our work, using the Prosci® change management methodology as a foundation. This integration will help ensure the City's stakeholders have opportunities to provide input, support, and buy-in for all decisions.



Our commitment to serving clients in the State. With BerryDunn, the City will be served by a firm who has demonstrated its commitment to serving clients in the State. Notably, we have conducted numerous projects for clients in the State and have more than a dozen employees who reside locally. Below, we outline our public-sector clients in the State for the City's further review and consideration.

- City of Allen
- City of Amarillo
- City of Arlington
- City of Benbrook
- City of Burleson
- 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 Fort Worth
- City of Frisco
- City of Galveston
- City of Garland
- 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 Pearland
- City of Pflugerville
- City of Plano
- City of Sugar Land
- City of University Park
- City of Weatherford
- City of West University Place
- Ellis County
- Galveston County
- Round Rock Independent School District
- Texas A&M University
- Travis County

Representative Project Team Members

Below and on the following page, we introduce several representative project team members whose qualifications and experience reflect what the City can expect of a project team assigned. We intend to assign a project team to the City's initiative with approval from the City prior to contract execution.



Seth Hedstrom, PMP®, LSSGB

Seth is a principal and leader of our Local Government Practice Group who 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 14 years with BerryDunn. 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, he 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.



Ben Roper, MBA, CGCIO, Prosci® CCP

Ben is a manager in our Local Government Practice Group. As a former city IT director with more than 14 years of experience working with local government agencies, he has extensive experience assisting public-sector entities in planning, problem-solving, and service delivery. As such, Ben has demonstrated skills in enhancing operating efficiency and maximizing use of limited resources and is an accomplished IT leader with exceptional skills in collaboration, strategic alignment, project management, requirements definition, and systems delivery. He is a proud resident of the State and has also served in the public sector as an IT director for the City of College Station.



Charline Kirongozi, MPA, CAPM®

Charline is a senior consultant in our Local Government Practice Group and focuses on assisting public-sector clients with technology assessment support. She has several years of public-sector experience, supporting and conducting research, data collection, organizational reporting, gap analysis, and recommendations development. Her experience also includes organizing and leading groups through the adoption of new ideas and concepts by promoting buy-in. She brings in-depth knowledge and involvement with strategic planning, change management, and relationship building through her strong communication, leadership, and project management skills.



Austin Nichols, MBA

Austin is a senior consultant in our Local Government Practice Group. 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 endeavor. He has successfully managed the implementation of large-scale projects, including ERP and computer-aided dispatch/records management systems (CAD/RMS), developed a mobile app to connect citizens to organizational services, and led a work smarter initiative to reduce cost and increase the efficiency of utility and public works departments. Also notable is that Austin is a proud resident of the State.



Ryan Doil, MBA, Prosci® CCP, CPPB

Ryan is a senior manager in the Local Government Practice Group who focuses on procurement and vendor support activities. He brings more than five years of experience in a federal procurement role and has managed projects similar in scope and size to the services requested by the City for a number of BerryDunn clients. Ryan is skilled in managing the challenges and constraints for complex, enterprise-wide projects, such as the one planned by the City. He leads and assists with conducting current environment assessments and defining future system requirements through a collaborative and structured system evaluation process.



Sondra Hathaway, MBA

Sondra is a senior consultant in our Local Government Practice Group with a background in organizational development. She utilizes Lean principles to help her clients with process improvement initiatives and cost reduction strategies. She has extensive experience in the areas of strategic planning, change management, organizational development, engagement strategy, and relationship building. In addition, Sondra also has experience in learning and development, which she leverages when implementing change. She has over 20 years of experience serving the public sector.



The City will also benefit from the breadth and depth of our Consulting Services Team. This broader team is composed of **more than 300 consultants** who can contribute their help and expertise to efforts related to fact-finding, research, and deliverable development, when and where it will benefit the City most.

Methodologies and Approach

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 *Project Management Body of Knowledge Guide (PMBOK® Guide)*, Version 7.

Integrated Change Management Methodologies

Stakeholders' willingness to adopt new processes plays a significant role in the success—or failure—of related projects. BerryDunn has observed resistance to change in virtually all our engagements. As such, our project management approach is carefully integrated with change management methodologies to promote buy-in and consensus for the project. We will work with the City to address resistance by:

- Engaging stakeholders at the right level throughout the project—from initial planning through implementation—to build understanding for the need for change and gain support from the people who will be using the 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. Additionally, according to research conducted by Prosci®, the likelihood of project success increases significantly, and in alignment with the level of change management focus applied to the project. Even small increases in focus on change management, from “poor” to “fair,” are likely to have a positive impact on system adoption and project success.

Consistent with the Prosci® methodology, the City can expect our change management approach to involve three stages, as described below.

- 1. **Preparing for Change**
Developing of change management strategies, based on input from the City’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.**

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

- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the City’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 City’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 City 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 City

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

Phase 1. Project Planning and Ongoing Project Management
1.1 Conduct initial project planning. We will conduct an initial project planning session with the City’s project team to introduce key team members, clarify goals and objectives, identify known project

Phase 1. Project Planning and Ongoing Project Management

constraints, identify all project stakeholders, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing communications between BerryDunn and the City and our approach to the scope, timeline, risks, and resource management. We will also request names and contact information for the appropriate staff members who will be involved in the project. These discussions will inform the development of the Project Work Plan and Schedule.

1.2 Develop the Project Work Plan and Schedule. Based on the information gathered from our initial project planning session, we will develop the Project Work Plan and Schedule, which will address our approach for communications, scope, risks, and resource management. The Project Work Plan and Schedule will also address our approach to providing the exact services requested by the City and the agreed-upon time frame for each task. In addition, the Project Work Plan will incorporate agreed-upon procedures between BerryDunn's and the City's project teams related to project control, including quality management and deliverable submission/acceptance management. After providing draft versions of these materials in advance, we will facilitate a teleconference to review the drafts and solicit feedback from the project team. This feedback will be incorporated into the document, which will then be distributed to the project team in final form.

▲ *Deliverable 1 – Project Work Plan and Schedule*

1.3 Develop Biweekly Project Status Updates. Throughout the project, our project manager will provide Biweekly Project Status Updates that describe 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. We will meet with the City's project manager to review these updates.

▲ *Deliverable 2 – Biweekly Project Status Updates*

Phase 2. Needs Assessment

2.1 Develop and administer a Milestone Stakeholder Readiness Assessment web survey. We will develop a survey to assess the stakeholder readiness level at this point in the project and solicit feedback.

2.2 Analyze the survey results and develop a Milestone Stakeholder Readiness Memo. We will analyze the results of the web survey and compile the findings to develop a memo outlining the results and overarching themes. We will then facilitate a teleconference with the City's project team to solicit feedback for the findings and update the memo to final.

▲ *Deliverable 3 – Milestone Stakeholder Readiness Memo*

2.3 Develop and issue a web survey and an information request and review the results. We will develop and distribute a web survey to City staff to understand issues and challenges with current business processes. We anticipate that this survey will be issued to the core department stakeholders and used to help determine the current challenges and areas for improvement. Prior to issuing the web survey, we will review the questions with the project team. We will use the survey results as one of many data points in developing our evaluation of the current environment. Additionally, prior to conducting our work, we will provide the City's project team with an information request sheet to request 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 project team provide the requested information prior to the project kickoff meeting and interviews, as

Phase 2. Needs Assessment

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 City personnel's time.

2.4 Facilitate a kickoff presentation. We will conduct a kickoff presentation with City 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 City's project sponsor is expected to participate and speak to the goals and objectives of the initiative.

2.5 Facilitate fact-finding meetings. Following the project kickoff presentation, we will conduct fact-finding meetings with City staff identified as current and future users of the ERP solution. We will also meet with IT staff and representative stakeholders from each department, by functional area. 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 City's existing system functionality and understand processes that are critical or unique to the City. Where appropriate, our team will observe staff conducting business process routines. We will also meet with representatives from the City'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 City 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 City's requested scope that may be part of a future ERP environment.

2.6 Develop a Needs Assessment Report. Drawing on the information gathered through our review of documentation, web survey results, and fact-finding sessions, we will prepare a draft Needs Assessment Report. This report will include but not limited to:

- A high-level summary of findings
- Gaps/deficiencies in current systems functionality or integrations
- A summary of available resources and any expected resource gaps in order to successfully implement and support a modern ERP system
- Best practice functions, processes, and requirements
- Opportunities for improved system design and efficiency
- High-level budgetary estimates for the ERP implementation initiative
- Other preliminary considerations

We will provide a draft of the Needs Assessment Report to the City 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 City'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.

▲ **Deliverable 4 – Needs Assessment Report**

Phase 3. RFP Development and System Selection

Optional 3.1 Facilitate vendor outreach information sessions. *If desired, we will provide an opportunity for up to eight ERP vendors to provide information on the capabilities of the systems on the marketplace for two hours each. We will provide these vendors with a format to follow for ease of comparison. By holding these sessions, the City will be better informed when finalizing 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.*

3.2 Develop Preliminary Functional and Technical Requirements. BerryDunn has developed a database of ERP-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 City. These requirements will support supplemental functionality requirements with key reporting, interface, and conversion enhancements. 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.

▲ **Deliverable 5 – Preliminary Functional and Technical Requirements**

3.3 Facilitate joint requirements planning (JRP) work sessions to review and update requirements. We will facilitate a series of JRP work sessions with City 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 City stakeholders.

▲ **Deliverable 6 – Final Functional and Technical Requirements**

3.4 Develop an RFP Package. We will develop an RFP Package using a proven format that incorporates information pertaining to the history of the project, a high-level description of the City's current environment, the City's desired approach to implementing a new ERP solution, the City's Final Functional and Technical Requirements, and a structured list of points for vendors to address in their responses. Our project team will also work with the City 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 City's 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 City's project team for distribution through its standard channels. In addition, we can provide a distribution list that includes most of the major ERP solution vendors in the market.

▲ **Deliverable 7 – RFP Package**

Phase 3. RFP Development and System Selection

3.5 Assist with responding to vendor questions and developing addenda. Our project team will assist the City's project team in responding to vendor questions and developing corresponding addenda.

3.6 Assist with facilitating a vendor pre-proposal conference by phone. Our project team will coordinate, plan, and lead a pre-proposal conference 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 City'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.

3.7 Perform an initial completion review of vendor proposals received, identify initial items for clarification, and develop Proposal Executive Summary Memo. We will facilitate the proposal review process by analyzing up to 12 vendor proposals to identify issues, risks, exceptions, omissions, and objections, 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 ability to meet minimum requirements, and alignment with the evaluation criteria within the RFP. This memo will also include a comparison of vendor responses to the Final Functional and Technical Requirements.

3.8 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.

▲ *Deliverable 8 – Proposal Summary Memo and Short-List Identification*

3.9 Assist the City project team in planning for demonstrations and writing demonstration scripts. We will meet with the City's project team to discuss the format of vendor demonstration scripts. We will develop a draft demonstration script template and provide it to the City's project team for review. After finalizing an approved version, we will provide the appropriate scripts to each vendor in advance of demonstrations.

3.10 Facilitate vendor demonstrations. We will attend demonstrations and assist the City's project team with facilitation for a period of up to four days. Our project team's extensive background in the demonstration process will provide the City's project team with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations.

3.11 Facilitate a round two scoring meeting to identify preferred vendors. We will participate in the second round of vendor scoring immediately following the final demonstration to identify the vendor or vendors for which the City's project team should perform its reference checks.

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

3.13 Facilitate a final scoring meeting. We will participate in the final round of vendor scoring 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.

▲ *Deliverable 9 – Preferred Vendor Identification*

Phase 3. RFP Development and System Selection

3.14 Support the City in the contract negotiations and approval process with its preferred

vendor. At the conclusion of final scoring activities, we anticipate supporting the City with the contract negotiations and approval process when and where it will benefit the City 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 City's best interests are met and project goals and objectives are achieved.

Working collaboratively with the City'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 City's contracting procedures and the vendor's proposal as starting points
- Reviewing the contract documents with the City's project team to help ensure that requirements are clearly defined and to establish that the City 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 City leadership as it relates to receiving approval and contract execution

Should it become clear at any point during contract negotiations and approval process that the preferred vendor's solution or contract terms will not meet the needs of the City, 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 10 – Contract Negotiations and Approval Assistance*

3.15 Develop and administer a Milestone Stakeholder Readiness Assessment web survey. We will develop a survey to assess the stakeholder readiness level at this point in the project and solicit feedback.

3.16 Analyze the survey results and develop a Milestone Stakeholder Readiness Memo. We will analyze the results of the web survey and compile the findings to develop a memo outlining the results and overarching themes. We will then facilitate a teleconference with the City's project team to solicit feedback for the findings and update the memo to final.

▲ *Deliverable 11 – Milestone Stakeholder Readiness Memo*

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Estimated Project Cost

Table 1 presents our proposed costs for completing the City's initiative. 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 City's signed acceptance. That said, the City will not incur any additional costs associated with the process of reaching deliverable acceptance. BerryDunn does not charge for time spent traveling, so these fees reflect only the time BerryDunn team members will be working on the City's project. We will progress bill the City on a monthly basis for work completed against each deliverable.

Table 1: ERP System Selection Fees

No.	Phase	Cost
1	Project Planning and Ongoing Project Management	\$14,100
2	Needs Assessment	\$42,800
3	RFP Development and System Selection	\$57,500
Total		\$114,400
<i>Travel expense estimate</i>		<i>\$9,500</i>

We plan to expend 545 hours to complete this work plan, equating to \$209.91 per hour.

BerryDunn expects to contract with the City using cooperative agreement with The Interlocal Purchasing system (TIPS), contract #200601. We will observe the terms, conditions, and rates of that agreement.

Thank you for being open and flexible in discussing the City's needs and our proposed services. No matter how many clients BerryDunn assists, we always take care to ensure our work is tailored to the nuanced needs and resources of our clients. If you have any questions, require any clarifications—or wish to discuss the details of our letter further—please consider me your primary point of contact and feel free to contact me directly.

Sincerely,



Seth Hedstrom, PMP®, LSSGB, Principal
Local Government Practice Group
207-541-2212 | shedstrom@berrydunn.com

EXHIBIT C

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful CONSULTANT shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the CONSULTANT, the CONSULTANT shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, CONSULTANT shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. CONSULTANT may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, CONSULTANTS are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. CONSULTANT shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A+ or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense

expenses.

- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, CONSULTANT shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the CONSULTANT shall either double the occurrence limits or obtain Owners and CONSULTANTS Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent CONSULTANTs, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

B. PROFESSIONAL LIABILITY INSURANCE

If *CONSULTANT* is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the *CONSULTANT* becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate.

CONFLICT OF INTEREST QUESTIONNAIRE -**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn

2 ☒ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed._____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐

Yes

☒

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.****5** DocuSigned by:

Seth Hedstrom

4/5/2023

Signature of Vendor doing business with the governmental entity_____
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: 1377B7A576794AFEB8EA7827720B6660

Status: Sent

Subject: Please DocuSign: City Council Contract 8232 ERP Assessment

Source Envelope:

Document Pages: 32

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

cori.power@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Cori Power

Location: DocuSign

4/4/2023 10:52:01 PM

cori.power@cityofdenton.com

Signer Events**Signature****Timestamp**

Cori Power

Completed

Sent: 4/4/2023 11:27:10 PM

cori.power@cityofdenton.com

Viewed: 4/4/2023 11:28:46 PM

Purchasing Supervisor

Signed: 4/4/2023 11:38:05 PM

City of Denton

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Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
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Lori Hewell



Sent: 4/4/2023 11:38:08 PM

lori.hewell@cityofdenton.com

Viewed: 4/5/2023 7:45:19 AM

Purchasing Manager

Signed: 4/5/2023 7:46:49 AM

City of Denton

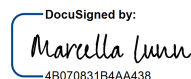
Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn



Sent: 4/5/2023 7:46:52 AM

marcella.lunn@cityofdenton.com

Viewed: 4/5/2023 4:27:20 PM

Mack Reinwand City Attorney

Signed: 4/5/2023 4:32:13 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:
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Seth Hedstrom



Sent: 4/5/2023 4:32:17 PM

shedstrom@berrydunn.com

Viewed: 4/5/2023 6:54:50 PM

Principal

Signed: 4/5/2023 6:56:03 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 74.70.249.106

Electronic Record and Signature Disclosure:
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ID: 065e57fa-1a9d-4403-89c2-cf5684ece9b7

Signer Events	Signature	Timestamp
Shannon Mejia Shannon.Mejia@cityofdenton.com Deputy Technology Director Security Level: Email, Account Authentication (None)	<div> <div>DocuSigned by:</div> <div>Shannon Mejia</div> <div>432FCA9F9C1F477...</div> </div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/5/2023 6:56:07 PM Viewed: 4/6/2023 8:06:40 AM Signed: 4/6/2023 8:08:52 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/6/2023 8:06:40 AM
 ID: 9c9743d2-b624-4287-af7e-d9f5379e9d9e

Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)

Sent: 4/6/2023 8:08:56 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sara Hensley
 sara.hensley@cityofdenton.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Rosa Rios
 rosa.rios@cityofdenton.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 4/6/2023 9:38:14 AM
 ID: 5101cc7f-22ec-4658-b927-8f4d467d418b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)

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Sent: 4/4/2023 11:38:08 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Stephanie Padgett Stephanie.Padgett@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 4/6/2023 8:08:56 AM Viewed: 4/10/2023 11:13:22 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/4/2023 11:27:10 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.