

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BERRY, DUNN, MCNEIL & PARKER, LLC, DBA BERRYDUNN, THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT #230105 FOR IMPLEMENTATION PROJECT MANAGEMENT SERVICES FOR THE TECHNOLOGY SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8333 – AWARDED TO BERRY, DUNN, MCNEIL & PARKER, LLC, DBA BERRYDUNN, IN THE NOT-TO-EXCEED AMOUNT OF \$3,000,000.00).

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>
8333	Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn	\$3,000,000.00

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, 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@cityofden
ton.com, c=US
Date: 2023.09.12 19:19:18
-05'00'



Docusign City Council Transmittal Coversheet

COOP	8333
File Name	Implementation Project Management Services
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 8333**

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, Implementation Project Management Services, as described in **Exhibit B**, which is on file at the purchasing office 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 #230105 – Technology Solutions, Products and 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 \$3,000,000.

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 8333
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 #230105 – Technology Solutions, Products and Services (on file at the purchasing office)

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

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**CITY OF DENTON, TEXAS**

BY: 
DocuSigned by: 18B14F93210F724
 AUTHORIZED SIGNATURE

BY: _____
 SARA HENSLEY
 CITY MANAGER

Printed Name: Seth Hedstrom

Title: Principal

207-541-2212

PHONE NUMBER

shedstrom@berrydunn.com

EMAIL ADDRESS


2023-1064943

TEXAS ETHICS COMMISSION
 1295 CERTIFICATE NUMBER

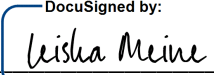
ATTEST:
 JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
 MACK REINWAND, CITY ATTORNEY

BY: 
DocuSigned by: 4B070831B4AA438...

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

BY:  Leisha Meine
DocuSigned by: D60D167ADABC4D5...
 SIGNATURE PRINTED NAME

Chief Technology Officer
 TITLE

Technology Services
 DEPARTMENT

Exhibit A

The Interlocal Purchasing System (TIPS) Cooperative Program Contract #230105 –
Technology Solutions, Products and Services

(on file at the purchasing office)



Exhibit B

August 22, 2023

City of Denton
Attn: Leisha Meine
601 East Hickory Street
Denton, TX 76205

Sent via email to Leisha.Meine@cityofdenton.com

Dear Leisha Meine:

On behalf of Berry Dunn McNeil & Parker, LLC (BerryDunn), we are pleased to submit this letter to the City of Denton (the City) to describe how BerryDunn can support the City's ongoing software modernization efforts by providing implementation project management services for the selected system as well as the systems listed below:

- ▶ Land Management
- ▶ Computer-Aided Dispatch/Records Management System (CAD/RMS)
- ▶ Enterprise Resource Planning (ERP)
- ▶ Enterprise Asset Management (EAM) Consolidation

Additionally, we are including a description of our system selection services for the CAD/RMS project.

On the following pages, we outline a proposal to provide the requested services. The City will find details regarding our approach to system selection and implementation project management and estimated hours and fees for the implementation of each system. We look forward to collaborating with the City to customize, refine, and finalize our approach.

BerryDunn is an established vendor on the Interlocal Purchasing System (TIPS) Technology Solutions, Products, and Services Contract **#230105**. We respectfully request that the City create separate Purchase Orders for each of the projects referenced in this proposal.

CAD/RMS System Selection

Proposed Approach

BerryDunn has worked with City stakeholders to assess its current public safety technology environment and develop requirements for a forthcoming CAD/RMS RFP. Below and on the following pages, we outline our approach to continuing this initiative with the end-goal of selecting a solution best fit for the City's needs.

Phase 1 – Project Planning

1.1 Conduct initial project planning web conference with City's project manager. We will host an initial project planning web conference with the City's project manager as well as appropriate support staff to confirm project goals, objectives, and expectations. During this meeting, we will confirm the effectiveness of previously established communication methods between BerryDunn and City staff, such as ongoing telephone, teleconference, and email check-ins and status reports.

1.2 Develop a Project Work Plan and Schedule. We will then develop a draft Project Work Plan and Schedule and facilitate a work session (via web conference) to review the work plan draft and schedule with the City project team before updating to final.

Phase 1 – Project Planning

▲ *Deliverable 1: Project Work Plan and Schedule*

1.3 Develop a draft Project Charter. BerryDunn will develop a draft Project Charter that encompasses the scope of the CAD/RMS system selection and implementation project. In collaboration with the City, we will establish a governance model and identify the project team structure along with the roles and responsibilities of each key project participant. The Project Charter will also outline the stakeholder register, communication plan, and change management plan.

▲ *Deliverable 2: Draft Project Charter*

1.4 Finalize the Project Charter. We will provide the Project Charter in draft version to the City and facilitate a remote session with the City's project team to discuss the documents and collect feedback. We will then update the documents and submit them to the City in final form.

▲ *Deliverable 3: Project Charter*

Phase 2 – Comprehensive Plan of Action

2.1 Invite participants to visioning exercises. BerryDunn will conduct a series of visioning exercises with stakeholder groups with the goal of determining the gap between the current state (as defined in Phase 1) and the City's vision of the future state. We will draft communications and corresponding messaging to invite and inform stakeholders gathered previously during Phase 1.

2.2 Conduct on-site visioning exercises. The BerryDunn team will spend a day with various City stakeholders to conduct visioning exercises for the purpose of helping define a viable concept of the future business and associated technology. Typically, in these sessions, we ask questions such as: *Where will your organization be in three years? Five years? What inefficiencies and bottlenecks can be corrected and with what possible ideas? What high-level changes do you foresee to business processes that will impact functional or technical requirements for the future environment?*

In these visioning exercises, the BerryDunn team will create an environment that allows participants to explore and discuss ideas in a fair, respectful, and balanced manner. Our methodology also emphasizes shared vision and consensus-based strategies that help remove the blockages to implementation and provide what is needed to instill ownership, commitment, and accountability for action toward the vision.

2.3 Conduct legacy data and data conversion planning. Data conversion is a critical and complex component of any systems modernization project—especially in regard to Criminal Justice Information Services (CJIS) data and other information bound by statute and regulations. BerryDunn will gather technical stakeholders to begin this discussion well in advance of the RFP development to accurately capture the City's legacy data requirements for future vendors to realistically quote for data conversion efforts. We will also discuss data quality and the expected cost to then determine how much data the City would like to convert. We will include this information as a subsection of Deliverable 4: Comprehensive Plan of Action Report.

2.4 Review of required and desired interfaces. From the information gathered during the initial stakeholder interviews, as well as preliminary interface information provided in the RFP, BerryDunn will develop a System Interface and Integration component of the Comprehensive Plan of Action Report. If needed, BerryDunn will meet with technical and business stakeholders to identify the existing interfaces, interfaces not currently available that are needed in the future environment, and those that the City has

Phase 2 – Comprehensive Plan of Action

and will not need. We will list all existing and future interfaces and define the agencies, data flow direction, frequency, security requirements, and current/future integration strategies.

2.5 Conduct market research. In our experience, stakeholders who have been using a legacy system for more than 20+ years may not have an understanding of the technology and functionality currently available in the marketplace. As such, BerryDunn has found it meaningful to conduct market research and leverage our prior experience to identify vendors that may be most relevant to the City's current environment.

Accordingly, BerryDunn will invite three to five vendors to conduct a demonstration of their latest public safety CAD/RMS solution technologies. The purpose of this exercise is for City stakeholders to gain a deeper understanding of what functionality is currently lacking in their environment, and which features may be most helpful in the future. In past CAD/RMS projects, BerryDunn has found that vendor technology demonstrations (generally two to three hours long) help stakeholders define and prioritize Functional and Technical Requirements. The purpose of this exercise is for City stakeholders to gain a deeper understanding of what functionality is currently lacking in their environment, and which features may be most helpful in the future.

2.6 Develop technology demonstration scripts. BerryDunn will develop a format for the vendor demonstrations that will be most helpful to City stakeholders. These demonstrations will be at a high-level (as opposed to later in Phase 3 when BerryDunn will create demonstration scripts based on the City's requirement set). After finalizing with the City, BerryDunn will provide the appropriate scripts to each vendor in advance of their on-site demonstrations.

2.7 Facilitate technology demonstrations. BerryDunn will spend one day facilitating vendor demonstrations for City stakeholders to better understand the CAD/RMS marketplace. We anticipate 3-4 vendors presenting for a maximum of two hours each. These demonstrations will help to inform requirements development in Phase 3.

2.8 Develop Comprehensive Plan of Action Report. BerryDunn will synthesize the information gathered thus far, including implementation options and timeline, data conversion details, interface requirements, and total estimated cost (including the purchase of, installation, and software/hardware costs).

▲ **Deliverable 4: Comprehensive Plan of Action Report**

2.9 Present findings from the Comprehensive Plan of Action Report. BerryDunn will virtually present our findings to City stakeholders and relevant stakeholders and answer questions and offer clarification, where needed.

▲ **Deliverable 5: Comprehensive Plan Presentation**

Phase 3 – RFP Preparation and Demonstration Scripts

3.1 Develop RFP Scope of Work. BerryDunn will begin the RFP planning and development process beginning in Phase 2. Working concurrently to other RFP development tasks, BerryDunn will meet with the City's procurement team. We will review and discuss the City's existing RFP process, development of the CAD/RMS RFP, the associated addenda, and any required forms for submission.

3.2 Facilitate joint requirements planning (JRP) work sessions. We will facilitate a series of JRP work sessions with the City's stakeholders and our project team members to review the preliminary

Phase 2 – Comprehensive Plan of Action

requirements. We will reconvene many of the same stakeholders that met during fact-finding activities to discuss the future system capabilities. These sessions will also include one focused on the technical aspects involved with the City's project. Using the preliminary list, we will review and confirm each item and 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 is to contribute our focused knowledge of the vendor marketplace and align the items requested in the list with the goals and objectives of the project. For example, we might comment that functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can help recommend requirements to include that might be commonplace today, but beyond the familiarity of City stakeholders. We anticipate these work sessions taking place over three days on-site with up to four of our project team members involved.

▲ *Deliverable 6: Final Functional and Technical Requirements*

3.3 Develop an RFP Package. BerryDunn will concurrently 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, desired approach to implementing a new CAD/RMS solution, 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.

Upon completion, we will coordinate a work session with the City's project team to review the draft RFP Package and collect any feedback or additional terms for inclusion before updating to final. We will provide the final RFP to the City's project team for distribution through standard channels. For added guidance in distribution, we will provide a list that includes most of the major CAD/RMS solution vendors in the market.

▲ *Deliverable 7: RFP Package*

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

3.5 Perform an initial completion review of vendor proposals received, identify items for clarification, and develop a Proposal Executive Summary Memo. We will facilitate the proposal review process to identify issues, risks, exceptions, omissions, and objections, compiling them into a single Proposal Executive Summary Memo. The memo will identify key areas for consideration by the City's evaluation team related to each vendor's ability to meet minimum requirements, and their 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.

3.6 Facilitate a Round 1 scoring meeting. We will meet 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 two preferred vendors to invite for demonstrations. We will clarify any open items with these short-list vendors before issuing invitations for demonstrations.

Phase 2 – Comprehensive Plan of Action

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

3.7 Assist with planning for demonstrations and writing Demonstration Scripts. We will meet with the City's project team to discuss the format of vendor Demonstration Scripts based on the requirements developed. We will develop a draft Demonstration Script template that asks vendors to highlight functionality unique to the City's environment. Once the City approves the finalized version, we will provide the appropriate scripts to each vendor in advance of their demonstrations.

▲ *Deliverable 9: Demonstration Scripts*

3.8 Facilitate on-site vendor demonstrations. One BerryDunn team members will attend demonstrations and assist the City's project team with facilitation for a period of five 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.

3.9 Facilitate a Round 2 scoring meeting. We will participate in the second round of vendor scoring following the final demonstration to identify the vendor or vendors that the City's project team should perform its reference checks on.

3.10 Assist with 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 visit. We will also coordinate with the City's project team to discuss the suggested approach for the reference checks.

3.11 Facilitate a final scoring meeting. We will participate in the final scoring meeting 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 10: Preferred Vendor Identification*

Phase 4 - Contract Negotiation Assistance

4.1 Support the City in the contract negotiations process. Once a preferred vendor is selected, our project team will support the City in the contract negotiations process. We have been involved in contract negotiations from the client, vendor, and independent consultant perspectives, and understand how the contract impacts the implementation process. In conducting contract negotiations, we will draw on these experiences to help ensure the City's best interests are being met.

We will also work with the City's project team and legal counsel, as well as the preferred vendor, to develop a draft contract, using the City's contracting procedures and the vendor's proposal as starting points. We will review 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. We will also be present during negotiations with the preferred vendor. Should it become clear at any point during negotiations that the preferred vendor's solution or contract terms will not meet the needs of the City, we might recommend halting negotiations with that vendor and commencing negotiations with the alternate vendor.

▲ *Deliverable 11: Contract Negotiation Assistance*

Implementation Project Management Approach

We are pleased to propose implementation project management services for the following systems: land management, ERP, CAD/RMS, and EAM.

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
- ▶ A focus on supporting the City's implementation at the desired level of involvement with significant resource commitments from our team, as appropriate
- ▶ 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
- ▶ Thorough business process improvement activities
- ▶ 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 detail our proposed approach to providing implementation project management services for each of the City's software implementations.

Implementation Project Management

We recognize that the City desires a team of qualified professionals with proven experience in governmental system implementation projects. Our team's extensive experience serving in this role will provide the City the perfect complement in conducting this effort. In the implementation project manager role, we will identify project risks and issues, monitor project activities, provide recommendations to mitigate risks, and lead the coordination of vendor activities. This level of service assumes the City will provide a project management team that we will oversee. Should the City hire additional staff in its IT department to help manage this project, BerryDunn is happy to adjust our approach and level of effort to meet the City's needs.

1.1 Develop Project Charter. Based on our initial project planning discussions, we will draft a Project Charter that encompasses the full scope of the City's implementation. This governance document will include a change management plan, stakeholder register, communication plan, risk and issues register, and status report templates. We will provide the Project Charter in draft version to the City and facilitate a remote session with the City's project team to discuss the documents and collect feedback. We will then update the documents and submit them to the City in final form.

Deliverable 1: Project Charter

1.2 Review vendor implementation plans. We will provide an in-depth review of the vendor implementation plan(s), including the management plan and project plan. We will discuss our recommended changes and considerations with the City's project team before communicating

Implementation Project Management

requested changes to the vendor. The goal is to collaboratively discuss preferred changes based upon the City, vendor, and BerryDunn's collective experience and perspective for the most advantageous end products.

▲ *Deliverable 2: Project Plan Review*

1.3 Develop Project Management Documents. Following the review of the vendor plans, we will develop any necessary supplemental materials we believe to be critical to the City's implementation. These may include further definition of stakeholders, risk management, project documentation, and other items. The particular content areas will be determined by what is included in the vendor plans, with the goal of removing any redundancy that might cause confusion to project stakeholders. This documentation will be reviewed and confirmed with the City's project team before being put into use.

▲ *Deliverable 3: Project Management Documents*

1.4 Conduct implementation activities. One of the keys to project success is enabling the City's teams to take on appropriate roles and responsibilities and to make informed decisions for both implementation and long-term operational success and ownership of the software. Our project management approach is designed with this in mind. We will provide specialized expertise throughout the project.

Throughout the implementation, we will bring our prior implementation and local government experience to provide a forward-looking perspective, reduce risk, and promote the achievement of the goals and objectives for the project. We anticipate being involved in the following key project management activities of the implementation, as shown in Table 1.

▲ *Deliverable 4. Implementation Activities*

Table 1: Implementation Project Management Activities

No	Key Implementation Activity	Project Management	
		BerryDunn	City
1	Reviewing the Project Plan and Schedule in conjunction with other project management team (PMT) members	✓	
2	Managing the project scope, deliverables, and timeline with assistance from other PMT members	✓	
3	Helping to ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track	✓	
4	Coordinating project tasks with assistance from other PMT members	✓	
5	Functioning as the main point of contact for the vendor's project manager, participating in daily project activities (when applicable), and tracking project tasks	✓	
6	Facilitating an implementation kickoff meeting	✓	
7	Holding monthly meetings with the City's Steering Committee to update project status and budget status and to research a verdict on any escalated process decisions that need to be made	✓	
8	Reviewing the project budget, including change orders, and the vendors' contract compliance	✓	
9	Reviewing vendor invoices against project milestones prior to payment	✓	
10	Facilitating the data conversion process with the vendor and City staff		✓
11	Facilitating the development of software interfaces/integrations with the vendor and City staff		✓
12	Working with the vendor and City staff and helping to ensure vendor accountability by: <ul style="list-style-type: none"> Identifying any opportunities to leverage technical enhancements to improve the products and services delivered to the City Facilitating the gathering and sharing of any technical information requested by the vendor 	✓	
13	Providing risk management, including the following: <ul style="list-style-type: none"> Identifying project risks Developing mitigation strategies Communicating project risks to the City and vendor staff Assigning key activities to mitigate or resolve project risks 	✓	
14	Providing weekly or biweekly tracking of the following: <ul style="list-style-type: none"> Reporting of project risks and issues Recently completed tasks and upcoming project activities 	✓	

Leisha Meine

August 22, 2023

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No	Key Implementation Activity	Project Management	
		BerryDunn	City
15	Providing change management oversight, including the development and maintenance of a Change Management Plan that may include the following: <ul style="list-style-type: none"> • Target State Definition • Change Structure and Governance Approach • Change Impact Assessment • Stakeholder (or User) Analysis • Communication Plan • Behavior Change Plan 	✓	
16	Managing the user acceptance testing (UAT) process, including: <ul style="list-style-type: none"> • Reviewing the vendor's test plan and any applicable test scripts • Providing on-site assessment of testing activities • Providing recommendations for modifications to the testing plan to increase the likelihood of success • Directing City staff in the development of tailored test scripts • Managing logistics related to scheduling UAT activities • Providing analysis of test results • Overseeing regression testing and required configuration changes 	✓	
17	Facilitating oversight of vendor training activities, including: <ul style="list-style-type: none"> • Reviewing the vendor's training plan and training materials • Overseeing vendor training activities • Providing recommendations for modifications to the training delivery • Providing feedback on the vendor's training documentation 	✓	
18	Providing go-live support	✓	

Leisha Meine

August 22, 2023

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Estimated Hours and Fees – Implementation PM Services

The following tables present our estimated service fees and expenses to provide implementation project management services for each system. We are happy to revisit the estimated number of months and hours per month once a vendor is selected, and we are willing to consider potential adjustments to the implementation project management services based on the City's needs.

Our estimates are based upon a blended hourly rate among our team approach. The following table depicts the proposed rate increases over the multi-year duration of this initiative. For simplicity, rate increases are tied to a calendar year; however, we are happy to adjust this schedule if preferable.

Table 2: Blended Service Rate Schedule

Calendar Year	2024	2025	2026	2027
Blended Hourly Rate	\$250	\$260	\$270	\$280

We will invoice actual travel expenses incurred, making all reasonable efforts to limit expense, including using our resources local to the City. At this time, we estimate a per-trip, per-person expense of \$1,100.

Land Management System Implementation

Table 3 contains our expected fees and expenses related to the Land Management Implementation. We note the following assumptions:

1. 18-month implementation duration
2. 6 months of activities in 2024 and 12 in 2025

Table 3: Land Management Implementation Services Fees and Expenses

Cost Area	Monthly Units	Cost
Implementation Project Management Costs	140 hours	\$646,800
Travel Expense	2 trips	\$39,600
Total		\$686,400

Table 4: Land Management Monthly Hour Estimates by Resource, Inclusive of TIPS Rates

Project Role	Monthly Estimated Hours	TIPS Rate
Project Principal	10	\$485
Project Manager	110	\$286
Subject Matter Expert	10	\$378
Project Coordinator	10	\$136
Composite Monthly Rate based on TIPS Rates		\$296.07

ERP Implementation

Table 4 contains our expected fees and expenses related to the ERP Implementation. We note the following assumptions:

1. 18-month implementation duration
2. 6 months of activities in 2024 and 12 in 2025

Table 5: ERP Implementation Services Fees and Expenses

Cost Area	Monthly Units	Cost
Implementation Project Management Costs	160 hours	\$739,200
Travel Expense	2 trips	\$39,600
Total		\$778,800

Table 6: ERP Monthly Hour Estimates by Resource, Inclusive of TIPS Rates

Project Role	Monthly Estimated Hours	TIPS Rate
Project Principal	10	\$485
Project Manager	130	\$286
Subject Matter Expert	10	\$378
Project Coordinator	10	\$136
Composite Monthly Rate based on TIPS Rates		\$294.81

CAD/RMS Implementation

Table 5 contains our expected fees and expenses related to the CAD/RMS Implementation. We note the following assumptions:

1. 18-month implementation duration
2. 10 months of activities in calendar year 2024 and eight in calendar year 2025

Table 7: CAD/RMS Implementation Services Fees and Expenses

Cost Area	Monthly Units	Cost
Implementation Project Management Costs	120 hours	\$549,600
Travel Expense	2 trips	\$39,600
Total		\$589,200

Table 8: CAD/RMS Monthly Hour Estimates by Resource, Inclusive of TIPS Rates

Project Role	Monthly Estimated Hours	TIPS Rate
Project Principal	8	\$485
Project Manager	96	\$286
Subject Matter Expert	8	\$378
Project Coordinator	8	\$136
Composite Monthly Rate based on TIPS Rates		\$295.40

EAM Implementation

Table 6 contains our expected fees and expenses related to the EAM Implementation. We note the following assumptions:

1. 18-month implementation duration
2. 12 months of activity in 2025 and 6 in 2026

Table 9: EAM Implementation Services Fees and Expenses

Cost Area	Monthly Units	Cost
Implementation Project Management Costs	140 hours	\$663,600
Travel Expense	2 trips	\$39,600
Total		\$703,200

Table 10: EAM Monthly Hour Estimates by Resource, Inclusive of TIPS Rates

Project Role	Monthly Estimated Hours	TIPS Rate
Project Principal	8	\$485
Project Manager	96	\$286
Subject Matter Expert	8	\$378
Project Coordinator	8	\$136
Composite Monthly Rate based on TIPS Rates		\$295.40

Proposed Fees – CAD/RMS System Selection

Table 11 presents our proposed fixed-fee cost by project deliverable to complete the CAD/RMS System Selection. We have developed our costs based on our detailed work plan, staffing and resource allocation, and the estimated level of effort from experience conducting similar projects in scope and size. We are happy to discuss our costs, level of work effort, and on-site travels plans with the City, as desired.

Table 11: Cost per Deliverable

No.	Deliverable	Cost
1	Project Work Plan and Schedule	\$4,500
2	Draft Project Charter	\$3,300
3	Project Charter	\$1,200
4	Comprehensive Plan of Action Report	\$11,000
5	Comprehensive Plan Presentation	\$2,500
6	Final Functional and Technical Requirements	\$2,200
7	RFP Package	\$19,000
8	Proposal Summary Memo and Short-List Identification	\$4,400
9	Demonstration Scripts	\$5,500
10	Preferred Vendor Identification	\$13,750
11	Contract Negotiation Assistance	\$5,775
Total		\$73,125

Travel expenses are additional, as incurred. For the duration of the CAD/RMS system selection initiative, BerryDunn expects to spend two weeks (or ten days) on-site for work related to Deliverables 4, 5, and 10. Table 12 below illustrates the **total estimated cost** for up to three team members to travel on-site. BerryDunn will invoice for actual costs.

Table 12: Travel Expense Estimates for CAD/RMS System Selection

Expense Category	Price	Units	Total
Airfare	\$700	3	\$2,100
Hotel	\$130	10	\$1,300
Rental Car	\$80	10	\$800
Meals	\$60	10	\$600
Estimated total cost			\$4,800

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 contractor 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 Contractor, the Contractor 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, Contractor 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. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors 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. Contractor 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 contractor 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, Contractor 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 Contractor shall either double the occurrence limits or obtain Owners and Contractors 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:

1. PROFESSIONAL LIABILITY INSURANCE

If CONTRACTOR is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the CONTRACTOR 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, \$2,000,000.00 annual aggregate.

2. CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE

Cyber/Technology Network Liability and Risk Insurance, inclusive of Information Security and Privacy (first and third party coverage) to provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential information, and copyright infringement with minimum limits with minimum limits of \$2,000,000.00 per claim.

NOTE: Professional Liability Insurance and Cyber/Technology Network Liability and Network Risk Insurance may be combined on one policy with a \$3,000,000.00 limit.

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

9/6/2023

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: ECF98EF809E340B4BBDDA6F4D7013242

Status: Sent

Subject: Please DocuSign: City Council Contract 8333 Implementation Project Management Services

Source Envelope:

Document Pages: 33

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Envelopel 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

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

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Purchasing Supervisor

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Lori Hewell



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lori.hewell@cityofdenton.com

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Purchasing Manager

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City of Denton

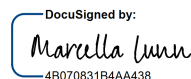
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Marcella Lunn



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marcella.lunn@cityofdenton.com

Viewed: 9/6/2023 9:14:55 AM

Mack Reinwand City Attorney

Signed: 9/6/2023 9:19:40 AM

City of Denton

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:
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Seth Hedstrom



Sent: 9/6/2023 9:19:44 AM

shedstrom@berrydunn.com

Viewed: 9/6/2023 9:25:41 AM

Principal

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Security Level: Email, Account Authentication
(None)

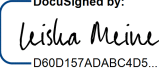
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Accepted: 9/6/2023 9:25:41 AM

ID: cd25da2e-1750-4eca-b3b5-777a15f3b30c

Signer Events	Signature	Timestamp
<p>Leisha Meine</p> <p>Leisha.Meine@cityofdenton.com</p> <p>Chief Technology Officer</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>D60D157ADABC4D5...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 198.49.140.10</p>	<p>Sent: 9/6/2023 9:26:22 AM</p> <p>Viewed: 9/6/2023 9:28:04 AM</p> <p>Signed: 9/6/2023 9:28:52 AM</p>

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Cheyenne Defee

cheyenne.defee@cityofdenton.com

Procurement Administration Supervisor

City of Denton

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Sara Hensley

sara.hensley@cityofdenton.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Jesus Salazar

jesus.salazar@cityofdenton.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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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

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Gretna Jones

gretna.jones@cityofdenton.com

Legal Secretary

City of Denton

Security Level: Email, Account Authentication (None)

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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/1/2023 8:55:48 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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..

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- 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.

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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.

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