

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WEAVER AND TIDWELL, L.L.P., FOR EXTERNAL AUDIT SERVICES FOR THE CITY OF DENTON; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8562 – AWARDED TO WEAVER AND TIDWELL, L.L.P., IN THE THREE (3) YEAR NOT-TO-EXCEED AMOUNT OF \$360,500.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for external audit services for the City of Denton; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; 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 in the following numbered request for proposal for materials, equipment, supplies, or services shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

<u>RFP NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
8562	Weaver and Tidwell, L.L.P.	\$360,500.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the

proposals, 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, standards, quantities, and specified sums contained in the Proposal 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 above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

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:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2024.

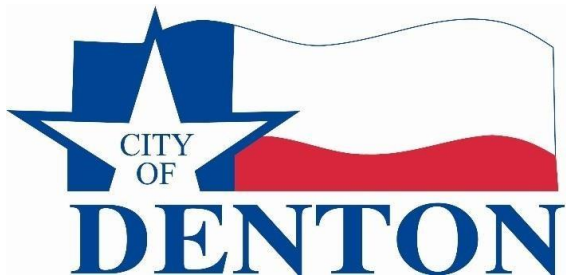
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: *Marcella Lunn* _____



Docusign City Council Transmittal Coversheet

RFP	8562
File Name	External Auditor Services
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 8562**

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 Weaver and Tidwell, L.L.P., with its corporate office at 2300 North Field Street, Suite 1000, Dallas, TX 75201, 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, External Audit Services, as described in Exhibit A, 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 OWNER's RFP 8562 – External Auditor 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 the contract term will be three (3) years, effective from date of award or notice to proceed as determined by the City of Denton Purchasing Department. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

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 **\$360,500**.

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 SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE OWNER, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

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 three (3) days' mailing:

To CONSULTANT:

Weaver and Tidwell, L.L.P.
Sara Dempsey
2300 North Field St, STE 1000
Dallas, TX 75201

To OWNER:

City of Denton
Purchasing Manager –File 8562
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 – RFQ 6396 – Assessment of Organization Structure Related to Capital Projects for the City of Denton (on file at the purchasing office)

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

Exhibit C – Consultant's Insurance Requirements

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, the key persons who will perform most of the work hereunder shall be Sara Dempsey. 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

Contractor acknowledges that in accordance with Chapter 2271 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, Contractor certifies that Contractor's signature*

provides written verification to the City that Contractor: (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

Sections 2252 and 2270 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, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, 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/filinginfo/1295/>
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 23-1165 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.

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.

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

BY: 

D90A7E05284141

AUTHORIZED SIGNATURE

Printed Name: Sara Dempsey

Title: Parthee

972.448.6958

PHONE NUMBER

sara.dempsey@weaver.com

EMAIL ADDRESS

2024-1175349

**TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER**

CITY OF DENTON, TEXAS

BY: _____

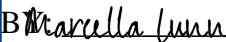
**SARA HENSLEY
CITY MANAGER**

**ATTEST:
LAUREN THODEN, CITY SECRETARY**

BY: _____


**APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY**

DocuSigned by:



4B070831B4AA438...

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

DocuSigned by:

7F94A93363E11A1

Madison Rorschach
SIGNATURE
PRINTED NAME

City Auditor
TITLE

City Auditor's Office
DEPARTMENT

Exhibit A
RFP 8562 – External Auditor Services
(on file in the purchasing office)



Exhibit B

Proposal for External Audit Services (RFP 8562)

City of Denton

May 29, 2024

Sara Dempsey, CPA | Partner, Dallas Assurance Leader and Partner-in-Charge, Public Sector Services
Weaver and Tidwell, L.L.P. | 2300 N. Field Street, Suite 1000 | Dallas, TX 75201
972.448.6958 | sara.dempsey@weaver.com





May 29, 2024

City of Denton | Purchasing Department
Christina Dormady | Buyer
901-B Texas Street
Denton, TX 76209

RE: Proposal for External Audit Services (RFP 8562)

Dear Ms. Dormady:

In today's environment, the City of Denton (the City) faces increasing pressure from all sides: Citizens, businesses and employees alike all have demands for enhanced access and services, taxpayers are pushing for added transparency, and oversight bodies continue to change and expand reporting requirements.

Meeting all these pressures involves a great deal of budgetary and operational complexity, plus one nearly priceless commodity: time. Often tasked with trying to do more and more with less, your financial operations staff need a firm that can support them year-round.

That's where Weaver comes in.

With nearly 75 years of experience serving government entities, **including extensive experience with Texas electric utility funds**, our municipal and local government clients know they can count on us to provide annual financial audits that offer real value beyond compliance. We'll leverage our experience to your benefit, making the audit as easy as possible for you while offering relevant, practical suggestions for improving the efficiency and effectiveness of your financial processes overall.

With this proposal, Weaver and Tidwell, L.L.P. (Weaver) commits to providing the City of Denton (the City) with auditing services described in the RFP.

But our commitment to you means more than meeting the bare minimum: Our goal is to help you meet your operational challenges with ease by providing you with real value beyond mere "check the box" compliance.

In addition to completing your audit on time and with the fewest possible demands on your staff, we'll also continue to help you navigate changes in guidance and best practices and lay the foundation for achieving your longer-term operational and strategic objectives.



Weaver's team is professional, sensitive to our schedules, and easy to work with. We enjoy working with our engagement team and feel our staff has learned a tremendous amount from Weaver."

– Weaver Municipal Client

300+
Government clients
annually

40+
Cities & towns

100+
Local/regional
entities

50+
School districts

35+
State agencies

100+
Entities receiving a
single audit

50+
GFOA award
recipients

Weaver and Tidwell, L.L.P.
2300 North Field Street, Suite 1000 | Dallas, TX 75201
Main: 972.490.1970

CPAs AND ADVISORS | [WEAVER.COM](https://www.weaver.com)



Working with Weaver

Key benefits of continuing to work with Weaver include:



EXPERIENCE WITH GOVERNMENT ENTITIES. With more than 300 government clients — including 12 of the top 200 largest cities in the U.S. — Weaver professionals understand the complexities of governmental accounting, electric utility funds, federal and state funding requirements and the nuances of financial reporting. We have the insight to facilitate a more efficient audit, to fully understand your reporting requirements and risks and to provide recommendations that are truly customized to your needs, resources and constraints.



IN-DEPTH KNOWLEDGE OF AUDIT STANDARDS. Our professionals understand the complexities and nuances of electric utility funds, federal and state single audit requirements, Government Finance Officers Association (GFOA) recognition standards, the impact of GASB Statements **and all the other small audit details that are so important for your financial reporting.**



LEVERAGING INFORMATION TECHNOLOGY. Complementing our knowledge of audit standards and procedures is **our in-depth understanding of the systems used by municipalities.** At any point in the engagement, we can call on our IT Advisory Services group to assist the engagement team with reacting to complex IT issues, closing loopholes in our understanding of IT controls or performing a high-level IT internal assessment to inform our audit procedures.



HIGH-QUALITY WORK AND ON-TIME DELIVERY. Weaver stays on schedule and on budget – **whatever the future holds.** Our technology, including remote working capabilities, commitment to communication and robust quality assurance and management practices give us the ability to remain flexible, tackle challenges head-on and complete engagements on time.



COMMITMENT TO ONGOING COMMUNICATION. Frequent, effective and honest communication is critical to a successful audit. Your partner and engagement team leadership provide much more than oversight and accountability during the audit — **we remain highly accessible and responsive throughout the year as questions arise.**



LARGE-FIRM RESOURCES, PERSONAL SERVICE. Our industry leaders hold and have held positions in key industry groups such as the American Institute of Certified Public Accountants (AICPA) State and Local Government Expert Panel and the Governmental Audit Quality Center (GAQC). This extensive bench of knowledgeable government audit professionals means we can support the City by providing **thought leadership on upcoming industry changes and complimentary Continuing Professional Education (CPE) tailored to your needs.**

At Weaver, success isn't built on engagements – it's built on relationships. We want to foster a lasting client relationship with you, with an ongoing commitment to responsiveness, communication and continuity. We balance efficiency and innovation to bring you the best audit experience possible, ensuring our suggestions for improving the efficiency and effectiveness of your financial processes remain practical and relevant to your broader, long-term objectives.

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2300 North Field Street, Suite 1000 | Dallas, TX 75201
Main: 972.490.1970

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Minimum Requirements

Weaver has read and understands the City's **RFP 8562**, more specifically:

- ▶ **Section 2.0 | Scope of Work to be Performed**
- ▶ **Section 2.1 | Audit Assistance**
- ▶ **Section 2.2 | Reports to be Issued**
- ▶ **Section 2.3 | Preparation of Annual Comprehensive Financial Report, including Listing of Timelines and Critical Dates**
- ▶ **Section 2.4 | Special Considerations**
- ▶ **Section 2.4 | Review of Official Statements**
- ▶ **Section 2.5 | Special Projects**
- ▶ **Section 2.6 | Regulation Updates and CPE Provisions**
- ▶ **Section 3.0 | Other Information and Requirements (and the sub items)**
- ▶ **Section 4.0 | Other Agreed Procedures (closure/post-closure)**
- ▶ **Section 5.0 | Minimum Response Requirements**
- ▶ **Section 6.0 | Evaluation Criteria**

We Want to Keep Working with You

Our goal is to provide you with more than just a financial audit. We want to offer the support you need year-round to maintain your accounting operations with efficiency, accuracy and security.

On the pages that follow, we outline how Weaver won't just meet your deadlines, **but will exceed your expectations.**



I confirm that I am an authorized individual who can contractually bind the firm. I acknowledge that the information included in the solicitation response, and any cost information obtained from a negotiation process, will remain valid for 120 days from the response due date or until the contract is approved by the governing body. If you have any questions regarding this proposal or any other matter, please contact me at any time.

Sincerely,

A handwritten signature in black ink that reads "Sara J. Dempsey".

Sara Dempsey, CPA | Partner, Dallas Assurance Leader and Partner-in-Charge, Public Sector Services
972.448.6958 | sara.dempsey@weaver.com

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CONTENTS

Cover Letter 1

Past Performance and Experience 5

Knowledge of Government/Municipal Utility Auditing 13

Qualifications and Knowledge of Staff 16

Audit & Analytical Procedures 27

Price 37

Appendices 38



Past Performance and Experience

About Weaver

Founded in 1950, Weaver has been providing assurance and advisory services to government entities for more than seven decades.

With 21 offices from coast to coast, and more than 1,700 professionals, we're committed to helping our government clients meet regulatory requirements, but we also bring a long-term perspective to help them improve their operations and services. By helping clients build mature, strategic processes and governance, we position them to effectively address problems, flag potential issues such as fraud or loss, and achieve compliance.

At Weaver, there are no “one-size-fits-all” solutions. We combine leading technical knowledge with specific industry experience to provide highly customized services tailored to each client's needs.

Industries

- ▶ Government
- ▶ Not-for-profit
- ▶ Higher Education
- ▶ Real Estate
- ▶ Construction
- ▶ Hospitality & Entertainment
- ▶ Health Care
- ▶ Professional Services
- ▶ Private Equity
- ▶ Insurance
- ▶ Technology
- ▶ Blockchain & Digital Assets
- ▶ Alternative Investments
- ▶ Financial Services
- ▶ Banking
- ▶ Manufacturing
- ▶ Distribution & Logistics
- ▶ Oil & Gas
- ▶ Energy Transition & Renewables

Services

- Advisory Services**
 - ▶ Risk Advisory Services
 - ▶ IT Advisory Services
 - ▶ Digital Transformation & Automation
 - ▶ Government Consulting Services
 - ▶ Asset Management Consulting
 - ▶ Accounting Advisory Services
 - ▶ Transaction Advisory Services
 - ▶ Valuation Services
 - ▶ Forensic & Litigation Services
 - ▶ Family Office Services
- Assurance Services**
 - ▶ Audit, Review & Compilation
 - ▶ Agreed-Upon Procedures
 - ▶ Employee Benefit Plan Audit
 - ▶ SOC Reporting
 - ▶ Attestation Services
 - ▶ IFRS Assessment & Conversion
- Tax Services**
 - ▶ Federal Tax
 - ▶ State & Local Tax
 - ▶ International Tax
 - ▶ Personal Client Services



Our goal is to balance both high development with high performance to meet the long-term goals of each individual, team and our firm, and every person plays a part. Our core values drive everything we do at Weaver — the way we work, the way we operate and the way we serve our clients.

Our Core Values



Take initiative. Lead. Always think about how we can improve.



Do work you're deeply proud of, as if Weaver were your business.



Act with integrity, no matter what.



Strive to transcend client expectations, always.



Be adaptable and innovative in all that you do.



Help each other succeed at work and in life.



Respect everyone for who they are and what they contribute, no matter how different.



Keep perspective: Be passionate and diligent, and have fun.



The Weaver Difference



RELATIONSHIPS

We build a foundation for long-term success. For Weaver, success is rooted in our ability to sustain long-term client relationships. We look beyond specific engagements and service offerings and help our clients achieve both their short-term operational objectives and long-term strategic goals. What's more, we remain accessible and available to our clients to help navigate complexities as they arise and plan for what comes next.



INSIGHT

We not only bring you information, but insight too. From partner to associate, we tailor each engagement team to provide the right mix of technical knowledge, industry focus and real-world experience. This allows us to make insightful recommendations and put information into a meaningful context that clients can actually use. And because many of our professionals are thought leaders in their fields — frequently publishing and speaking about their areas of focus — our people, approach and results remain on the cutting edge of industry and regulatory trends.



QUALITY

You need results you can count on. We know our clients rely on us for everything from compliance to strategic planning, so attention to detail and a commitment to quality underscore all we do. Our quality guidelines demand integrity, objectivity, competence and diligence, and multiple quality assurance processes are built into every engagement from the beginning. To ensure we live up to these standards, we undergo regular peer reviews in accordance with AICPA guidelines, as well as inspections by the PCAOB. We've received the highest grade on every peer review to date.



COST-EFFECTIVENESS

The bottom-line matters. We understand the ongoing balance you need to strike between quality and cost-effectiveness. We work to ensure our clients never have to choose between the two. Rather than a "one-size-fits-all" approach, we take the time to understand each client's immediate needs and long-term plans, so we can tailor our approach to suit their specific requirements, resources, constraints and budgets. We deliver the best services in the most cost-effective manner, so you never pay for services or resources you don't need.



Size of the Governmental Audit Staff

With nearly 75 years of experience meeting the assurance and advisory needs of government entities, including some of the nation's largest cities, school districts and state-funded entities, Weaver understands the complexities of your financial operations, the challenges and risks specific to municipalities and the nuanced compliance requirements you must meet.

Weaver's dedicated government, higher education and not-for-profit audit practice is one of the largest industry practices in the firm, with more than 200 professionals focused on the specific needs of these clients. We meet you where you are with customized services and flexible, scalable, multidisciplinary teams, and we never lose sight of our clients' need to be effective stewards of the public dollars that support their daily operations.



300+ PUBLIC
SECTOR CLIENTS



40+
MUNICIPALITIES



50+ GFOA AWARD
RECIPIENTS



100+ SINGLE
AUDITS

SERVICE OFFERINGS

- | | | |
|--------------------------------|------------------------------------|------------------------------|
| » External Audits | » Valuation | » Strategic Planning |
| » Single Audits | » Forensic Accounting | » Organizational Development |
| » Risk Assessments | » Fraud Investigations | » And more |
| » Internal Audit | » Restructuring and Reorganization | |
| » Business Process Improvement | | |



Weaver leaders participate in key standard-setting bodies, including the **American Institute of Certified Public Accountants' (AICPA's)** Council, State & Local Government Expert Panel and Government Audit Quality Center (GAQC), and the **Government Finance Officers Association (GFOA)** Special Review Committee.

“Weaver is extremely knowledgeable in government finance, bringing us comfort that our books have been adequately audited. In addition, we sometimes need special audits and reviews performed. The firm has such a wide breadth of knowledge and disciplines within their organization that they have been able to assist us in every situation.”

– **Weaver Municipal Client**



Involvement in Professional Organizations

Working with Weaver means not just confidence in the result of your annual financial audit, but also year-round access to well-informed industry leaders who are literally just a phone call away.

With our years of experience serving government entities and involvement in standard-setting bodies, **our professionals will work with your engagement team to make sure you have access to industry insights**, often even alerting you before major changes happen, and using this head start to efficiently and accurately coach you through potential issues.



Specific memberships and positions held by firm leaders include:

- ▶ Member, GFOA and its Special Review Committee
- ▶ Member, Government Finance Officers Association of Texas (GFOAT) and its Financial Reporting and Regulatory Response Committee
- ▶ Member, AICPA, its GAQC and its State & Local Government Expert Panel
- ▶ Member, Texas Society of Public Accountants (TXCPA) and its Professional Standards Committee Government Subgroup, TXCPA
- ▶ Member, Texas Association of School Business Officials (TASBO)

Resources for Your Success

Continuing Professional Education (CPE)

Weaver wants to furnish you with the information and support you need to master many different operational challenges. That's why we provide a constant stream of accredited CPE events, webinars, podcasts, toolkits and research on issues facing our clients.

Weaver is an accredited CPE provider for TXCPA. Our sessions are led by dedicated, industry-specific, professionals within our firm and include breakout sessions so you can customize your CPE to your most critical needs.

We're also able to provide updates and other CPE-accredited training to your staff upon request — **for example, we currently provide tailored CPE for both the City of Dallas staff and the California State Teachers' Retirement System (CalSTRS).**



In addition, we routinely conduct free webinars (typically occurring over the lunch hour) that offer a way for you to remain plugged into the industry updates and trends without leaving your office.



Government CPE Training

Weaver regularly hosts a series of virtual Government CPE Training that includes a range of hot topics for financial and accounting leaders.

Sessions cover the latest compliance requirements and GASB updates, as well as timely topics impacting government operations such as cybersecurity, fraud prevention and digital transformation. Sessions have included:

- ▶ Correctly Calculating Net Investment in Capital Assets
- ▶ State of Organizational Risks
- ▶ Annual GASB Update
- ▶ Fraud Detection and Prevention: Leveraging Data Monitoring and Analytics
- ▶ The Five Traits of Difference Makers
- ▶ Digital Transformation, Catching (and Riding) the Wave!
- ▶ "NextGen" and "Advanced" Cyber Capabilities are the New Expected Basics

In addition to timely thought leadership via blogs and webinars, Weaver also publishes two podcasts, **Weaver: Beyond the Numbers — The Business of Government** and **Weaver: Beyond the Numbers — Government Impact** which specifically focuses on public sector issues.

GFOA and ACFR Experience

Nine Weaver staff members currently serve on the GFOA's Special Review Committee, which evaluates ACFRs for eligibility with Certificate of Achievement Program requirements.



Weaver has 50+ clients that submit and receive the GFOA Certification of Achievement.

For our clients who submit the Annual Comprehensive Financial Report of the GFOA, one of our GFOA Special Review Committee members reviews the financial statements to ensure that they meet the standards to be recognized.





Thought Leadership

Weaver wants to furnish you with the information and support you need to master many different operational challenges. That's why we provide a constant stream of webinars, podcasts, toolkits and research on issues facing municipalities.

Building Cyber Resilience

How Government Agencies Can Prepare for Cyber Incidents Before They Happen

[DOWNLOAD NOW](#)

Compliance from Day One

Designing & Administering Efficient, Audit-Ready Grant Programs

[FIND OUT HOW](#)

GOVERNMENT IMPACT

WEAVER: Beyond the NUMBERS

PODCAST

WEAVER WEDNESDAYS

PREPARING FOR GASB 96 - SUBSCRIPTION BASED IT ARRANGMENTS

Wednesday, October 5th | 11AM - 12PM CST

Claire Wootton
Senior Manager, Assurance Services

Nicole Bradshaw
Senior Manager, Assurance Services

Pitfalls to Avoid in Preparing Your Annual Comprehensive Financial Report

THOUGHT LEADERSHIP

WEAVER: Beyond the NUMBERS

The Business of Government

PODCAST

weaver.com/industries/government

GOVERNMENT CPE EVENT

INCORPORATING DATA ANALYTICS INTO YOUR FRAUD TOOL KIT

Wednesday, May 10th | 3:10PM - 4PM CST

Travis Casner
Managing Director, Forensic and Litigation Services

Calvin "Cal" Webb III
Managing Director, Gradient Solutions



Our Commitment to Quality

Weaver's system of quality management is designed to meet relevant quality control standards required by the American Institute of Certified Public Accountants (AICPA), the International Auditing and Assurance Standards Board (IAASB) and the Public Company Accounting Oversight Board (PCAOB).

As of December 15, 2022, our system of quality management integrates the enhancements prescribed by the International Standards on Quality Management (ISQM). We are also readily able to adapt to future regulatory developments, such as the AICPA Auditing Standards Board's new quality management standards (issued in June 2022 and required to be implemented by the end of 2025) and the quality control standards proposed by the PCAOB in November 2022 and expected to be finalized in 2024.

We take a proactive, risk-based approach to designing our system of quality management by leveraging a mindset of continuous improvement, effective supervision and thorough review to enhance our policies, processes and documentation when needed.

Our iterative system responds to current developments within the industry and regulatory landscape. In addition, we continually provide our professional staff with required auditing, accounting, independence, ethics and compliance training to advance overall engagement quality.

Weaver is committed to continually improving the quality, effectiveness and efficiency of our engagements. Our internal quality monitoring and root-cause analysis processes enable us to assess both firm and engagement compliance with policies, procedures and applicable professional and regulatory standards. Both internal and external inspections are vital to monitoring our system of quality management.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, LLP, applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, LLP, has received a peer review rating of *pass*.

Eide Bailly LLP

Eide Bailly LLP



Report on Firm's System of Quality Control

September 19, 2022

To the Partners of Weaver & Tidwell, LLP,
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, LLP, (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



Peer Review

To comply with state boards of accountancy's licensing requirements, the U.S. Government Accountability Office (U.S. GAO) and AICPA membership requirements, we undergo an external peer review every three years. Firms can receive a rating of pass, pass with deficiency(ies) or fail.

Weaver's most recent peer review report on our system of quality management and engagements for the year ended May 31, 2022, was issued with a pass rating by Eide Bailly LLP in September 2022. A copy of our most recent peer review report is provided above, and the AICPA's acceptance letter is a public document available upon request.

Location of Office Performing the Work

This engagement will be managed and staffed with resources from our Dallas office.

In addition, all of Weaver's professionals work collaboratively across locations, so if engagement needs dictate, we can draw upon additional resources and in-house subject matter advisors.



With this leveraged model, Weaver can offer you a customized team that can adjust dynamically and quickly to meet your needs throughout all stages of the audit season. It also enables us to provide an efficient, effective audit with added innovation, thought leadership and insight.

Past Performance with the City

Weaver has worked with the City on the successful completion of annual financial statement audits from fiscal years 2006-2015 and 2020-2023. Our responsiveness and expertise in governmental accounting and auditing were the key factors in bringing us back in fiscal year 2020.

Throughout the term of our contracts, we delivered the audits to the City Council on time, on budget, and with full transparency. We pride ourselves on having no surprises, which means open and honest communication throughout the process, with management and City Council.

Weaver's turnover rate is well below the national average, and this has been an advantage the City has benefited from. Having consistency on the audit team saves the City time. First year auditors can increase the time spent on an engagement by 20%, in some cases more, especially in a municipality as complex as the City of Denton.

In addition to the external financial statement audit, the City has utilized Weaver's risk advisory team and IT advisory team for special projects. Our knowledge about the City and experience with municipalities has been a valuable asset to management.



Knowledge of Government/Municipal Utility Auditing

Our dedicated government practice is one of the largest industry practices in the firm, offering the experience and expertise you need while providing continued excellence in service.

We provide audit and advisory services for more than 300 government entities each year, and as such, providing information on all clients would be space prohibitive. The following is a sample list of relevant clients whom we have served.

Client	Services Provided	Years Served	Partner/Technical Review Partner/ Manager	Hours	Office	Contact
City of Garland	Financial Audit; Electric Utility Audit, TCEQ AUP, Federal and State Single Audits	2014–Present	Sara Dempsey, John DeBurro, Claire Wootton	1,400	Dallas	Kathryn Ritchie Controller kritchie@garlandtx.gov 972.205.2355
City of Lubbock	Financial Audit; Electric Utility Audit, TCEQ AUP, Federal and State Single Audits	2018–Present	Jennifer Ripka, Sara Dempsey, Bryant Sanchez	1,000	Dallas	Linda Cuellar Director of Accounting lcuellar@mylubbock.us 806.775.3253
City of Bryan	Financial Audit; Electric Utility Audit, TCEQ AUP, Federal and State Single Audits	2009–2018; 2022–Present	Laura Lambert, John DeBurro, Brittany Drew	1,000	Houston	William Smith Chief Financial Officer wsmith@bryantx.gov 979.209.5089

PROPRIETARY INFORMATION



I'm pleased with our team of auditors. They're pleasant to work with, efficient, courteous and professional. When I have a question, they take time to explain the answer. If they don't know the answer, they research and get back to me.

– Weaver Municipal Client



Representative Government/Government-Funded Clients



MUNICIPALITIES. City of Austin | City of Allen | City of Balch Springs | City of Bedford | City of Bryan | City of Buda | City of Burleson | City of Cedar Park | City of Colleyville | City of Coppell | City of Corpus Christi | City of Crockett | City of Dallas | City of Denton | City of Euless | City of Fort Worth | City of Frisco | City of Garland | City of Georgetown | City of Grand Prairie | City of Houston | City of Irving | City of Lewisville | City of Lubbock | City of McAllen | City of McKinney | City of Midland | City of Missouri City | City of Moore, OK | City of Murphy | City of Odessa | City of Plano | City of Rowlett | City of Saginaw | City of Spring Valley Village | City of Southlake | City of Sugar Land | City of Tomball | City of the Colony | City of Watauga | City of West University Place | City of Wylie | Town of Highland Park | Town of Fairview | Town of Little Elm | Town of Prosper



K-12 EDUCATION. Aldine ISD | Alvin ISD | Barbers Hill ISD | Birdville ISD | Boerne ISD | Bryan ISD | Burleson ISD | Clear Creek ISD | College Station ISD | Conroe ISD | Cypress-Fairbanks ISD | Dallas ISD | Dayton ISD | Richardson ISD | Round Rock ISD | Fort Worth ISD | Frisco ISD | Grand Prairie ISD | Hempstead ISD | Highland Park ISD | Houston ISD | Hurst-Euless-Bedford ISD | Irving ISD | Jasper ISD | Keller ISD | Klein ISD | Liberty ISD | New Caney ISD | Onalaska ISD | Plano ISD | Shepherd ISD | Splendora ISD | Rockwall ISD | Tarkington ISD | Tomball ISD | Waco ISD | Region 4 Education Service Center | Region 6 Education Service Center | Region 11 Education Service Center



HIGHER EDUCATION. Alamo Colleges District | Austin Community College District | Blinn College | College of the Mainland | Dallas Baptist University | Del Mar College | Kilgore College | Lamar State College – Orange | Lamar State College – Port Arthur | Lamar University | Lee College | Lone Star College | Lubbock Christian University | Metropolitan Community College | St. Petersburg College | Tarleton State University | Tarrant County College District | Texas A&M University System | Texas A&M University – Bryan/College Station | Texas A&M – Commerce | Texas A&M – Corpus Christi | Texas A&M International University | Prairie View A&M University | Texas Christian University | Texas Southern University | Texas State University | Texas Woman's University | Tyler Junior College | University of Houston – Clear Lake | University of Massachusetts | University of North Texas Health Science Center | University of Texas System | University of Texas at Arlington | University of Texas at Dallas | University of Texas at El Paso | University of Texas at San Antonio | University of Texas Permian Basin | UT MD Anderson Cancer Center | UT Southwestern Medical Center | University System of New Hampshire



STATE GOVERNMENT. California Public Employees' Retirement System | California State Lottery Commission | California State Teachers' Retirement System | Cancer Prevention & Research Institute of Texas | Employee Retirement System of Texas | ERCOT | Lower Colorado River Authority | Mississippi Department of Environmental Quality | Nevada Department of Education | North Dakota Retirement and Investment Office | Office of the Governor Economic Development & Tourism Office, TX | Service Oklahoma | State Bar of Texas | State Board of Administration of Florida | State of North Dakota Retirement & Investment Office | Tennessee Emergency Broadband Authority | Texas Board of Law Examiners | Texas Council for Developmental Disabilities | Texas Credit Union Commission | Texas Department of Information Resources | Texas Department of Insurance | Texas Department of Licensing & Regulation | Texas Department of Motor Vehicles | Texas Department of State Health Services | Texas Emergency Services Retirement System | Texas General Land Office | Texas Health and Human Services Commission | Texas Higher Education Coordinating Board | Texas Lottery Commission | Texas Medical Board | Texas Municipal Retirement System | Texas Permanent School Fund | Texas State Auditor's Office | Texas State Board of Pharmacy | Texas State Library & Archives Commission | Texas Veterans Commission | Texas Water Development Board | Texas Windstorm Insurance Association



LOCAL/REGIONAL ENTITIES. County of San Mateo, CA | Guadalupe County, TX | Maricopa County, AZ | Midland County, TX | Orange County, CA | Parker County, TX | Pecos County, TX | Williamson County, TX | Los Angeles City Employees' Retirement System | Los Angeles County Employees Retirement Association | San Diego County Employees Retirement Association | Brazos Valley Council of Governments | Houston-Galveston Area Council | Bexar Appraisal District | Ector County Appraisal District | Montgomery Central Appraisal District | Odessa Development Corporation | Austin Water | Brushy Creek Regional Utility Authority | Coastal Water Authority | Dallas County Park Cities Municipal Utility District | Dallas County Utility and Reclamation District | Fort Bend County MUD 58 | Irving Flood Control District | Midland County Fresh Water Supply District No. 1 | Orlando Utilities Commission | North Texas Municipal Water District | Tarrant Regional Water District | Trinity River Authority | John Wayne Airport | Capital Metropolitan Transportation Authority | Dallas Area Rapid Transit (DART) | Metropolitan Transit Authority of Harris County | North Texas Tollway Authority | Orange County Transportation Authority | Port of Corpus Christi | Trinity Metro | Medical Center Health System | Montgomery County Hospital District

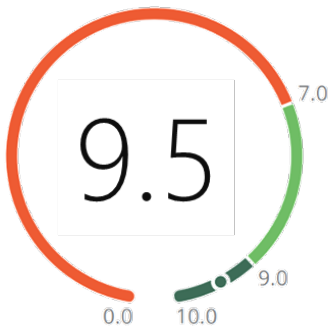
***PROPRIETARY
INFORMATION***



High Standards of Service: Focus on Local Government

We regularly send out client satisfaction and feedback surveys to all our clients to evaluate the delivery of our services. To constantly improve, we're always ready to integrate changes to our processes based on the feedback we receive. Our local government clients have rated us highly in two areas:

NET PROMOTER SCORE



If a client rates us a 9 or 10, they're strongly likely to recommend Weaver

CLIENT SATISFACTION

98%

**data from the last three years*

98% of our local government clients are satisfied with our services



Weaver has a stable audit team and is always willing to take the time to discuss our concerns and answer our questions, making our business relationship effortless and pleasant.

— **Weaver Municipal Client**

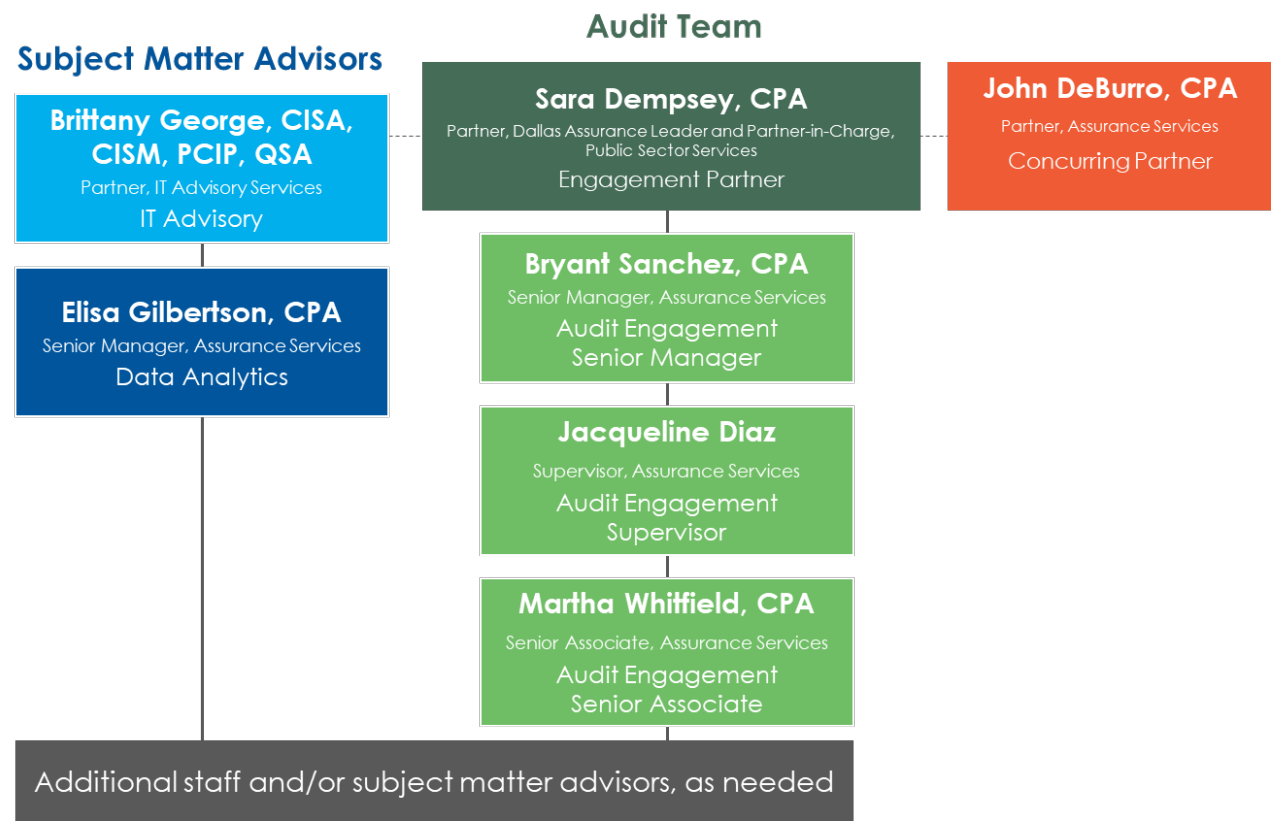


Qualifications and Knowledge of Staff

Proposed Audit Team

Weaver takes a function-specific approach to engagement staffing: we focus on leveraging the right resources at the right times, ensuring that teams are assigned based on the specific tasks required during each of the audit phases, as well as the timing of those tasks.

The individuals depicted in the organization chart below have all been chosen specifically for their understanding of municipal operational structures and financial reporting requirements.



Qualifications for key team members, including information regarding educational background and professional licenses held, are provided on the following pages.

Weaver's hands-on experience with municipal operations means we can approach your audit in the most efficient manner possible. We consistently look for ways to bring a valuable perspective to be sure that we're adjusting to lessons learned, changes in your operations, industry trends and the evolution of best practices. Throughout our service to you, we'll balance efficiency and innovation to bring you the best audit experience possible.





Sara Dempsey, CPA | Partner, Dallas Assurance Leader and Partner-in-Charge, Public Sector Services

Sara has over 20 years of public accounting experience and currently leads Weaver’s Public Sector practice. Over the course of her career, her primary emphasis has been on public sector accounting and auditing services for municipalities, school districts, airports, electric utilities and other state and local government entities. Multiple clients have operating and capital budgets ranging from \$200 million to \$4.6 billion, manage federal and state grant expenditures in excess of the \$750,000 threshold for single audits and obtain the GFOA’s Certificate of Achievement for Excellence in Financial Reporting.

Sara is a sought-after public speaker, providing technical guidance on proper accounting treatment for complex transactions, implementing new accounting standards, and leading professionals through the practical application of incorporating these rules in day-to-day operations.



In addition, Sara has been instrumental in prioritizing employee engagement at Weaver and is highly involved in shaping firm culture and leadership programs, including our inclusion initiative, INSPIRECulture, and WeaverLead, a coaching program through Rice University.

Representative Client Experience

- | | |
|---|--|
| <ul style="list-style-type: none">▪ City of Denton▪ City of Allen▪ City of Dallas▪ City of Euless▪ City of Garland▪ City of Houston▪ City of Irving▪ City of Killeen▪ City of Plano▪ City of Rowlett | <ul style="list-style-type: none">▪ City of Southlake▪ City of University Park▪ Town of Addison▪ Town of Highland Park▪ Dallas ISD▪ Lewisville ISD▪ Irving ISD▪ Mesquite ISD▪ Rockwall ISD▪ East Texas Council of Governments |
|---|--|

Professional Involvement, Certifications and Education

- Member, TXCPA, GFOA and its Special Review Committee
- Member, TASBO
- Member, Women in Public Finance
- Member, AICPA
- Former Member, State and Local Government Expert Panel
- Task Force Chair, American Rescue Plan Act Compliance Committee
- Task Force Member, GASB 87, Leases
- Task Force Member, Financial Reporting Model
- Task Force Member, GASB 101, Compensated Absences
- Bachelor of Business Administration, accounting, Texas State University

Representative Presentations and Publications

- "2024 Lessons Learned from Implementation of Leases, SBITAs and PPPs," AGA Conference
- "2023 Annual GASB Update," Weaver Public Sector Education Series Webinar
- "Subscription-Based Headaches!" Weaver Government CPE Series Webinar

*** PROPRIETARY INFORMATION ***



- "Is Your Not-for-Profit Prepared to Accept Cryptocurrency Gifts?" Weaver Thought Leadership
- "GASB 87: Lease Implementation Has Arrived," Weaver Wednesdays — Government CPE Series Webinar
- "How State and Local Governments Can Use Recent Influx of Coronavirus Recovery Funds under the ARPA," Weaver Thought Leadership
- "Are You Using Relevant Ratios in These Uncertain Times?" Weaver Webinar
- "Three Steps to Effective Benchmarking," Weaver Thought Leadership
- "Five Tips for a Smooth Financial Statement Audit in a Rocky Year," Weaver Thought Leadership
- "Staying Afloat, or Better — Do Your Sources of Income Make Your Not-for-Profit Sustainable?" Weaver Thought Leadership
- "FBI Alert Highlights Heightened Ransomware Threat to Education Institutions," Weaver Thought Leadership
- "Educators Take Note: Expenses for COVID-19 Protective Items May Be Tax Deductible," Weaver Thought Leadership
- "Get Your Operating Reserves in Order," Weaver Thought Leadership
- "IBM Announces \$3 Million Grant Program to Strengthen Cybersecurity in Schools," Weaver Thought Leadership
- "Donation Acknowledgement Letters: What You Need to Include," Weaver Thought Leadership
- "Warding off Fraud at Your Not-for-Profit," Weaver Thought Leadership
- "Transparency Means More Than an Online Checkbook," Weaver Thought Leadership
- "Navigating the Challenges of Implementing GASB 87: Leases," Weaver Thought Leadership
- "New Title IX Harassment Rules Took Effect in August," Weaver Thought Leadership
- "2022 GASB Update," Weaver Webinar
- "Healthcare Provider Relief Funds Impose New Audit Requirements: Private Sector Companies Have Historically Been Exempt," Weaver Thought Leadership
- "Healthcare Provider Relief Fund Offers Support but Raises Questions," Weaver Thought Leadership
- "Fed Announces \$2.3 Trillion More in Coronavirus Relief," Weaver Thought Leadership
- "Fed Offers Aid to States and Large Cities and Counties," Weaver Thought Leadership
- "COVID-19: FEMA Funding, Programs and Tips for Government and Education Leaders," Weaver Thought Leadership
- "GASB Accounting and Audit Update," Weaver DFW Public Sector and Not-for-Profit CPE Day Dallas
- "Preparing for a Successful Year-End Close," TASBO



Strive to
transcend client
expectations,
always.

Sara says: "My favorite core value is **Strive to transcend client expectations, always**. When it comes to responding to and anticipating client needs, there's no better team than ours. We work overtime to understand how each of our clients is unique so we can proactively address both current and future challenges. Whether it's a new deadline, understanding a complex transaction or helping you solve an unexpected problem, we're always there."



John DeBurro, CPA | Partner, Assurance Services

John has more than 20 years of experience leading audits for municipalities and other governmental entities. He manages annual financial audits for entities with government-wide net positions in excess of \$500 million, prepares audit reports for numerous entities that receive the GFOA award and researches proper accounting for complex transactions to assist clients with the implementation of new accounting standards. With John's extensive government and not-for-profit experience, he is a sought-after speaker for industry conferences and trainings.

Representative Client Experience

- City of Denton
- City of Coppell
- City of The Colony
- City of Frisco
- City of Greenville
- City of Keller
- City of Lewisville
- City of McKinney
- City of Southlake
- City of Wylie
- Plano ISD
- Waco ISD
- Allen ISD
- Highland Park ISD
- Coastal Water Authority
- Texas Municipal Power Agency (TMPA)
- Reeves County
- Trophy Club Municipal Utility District
- Dallas County Reclamation District

Professional Involvement, Certifications and Education

- Member, TXCPA and Chair of its Professional Standards Committee Government Subgroup
- Member, AICPA, GFOA and the GFOA Special Review Committee
- Member, GFOA of Texas (GFOAT) and its Financial Reporting and Regulatory Response Committee
- Member, Planning Committee, Texas School Districts Annual Accounting and Auditing Conference and Chair of the Government and Single Audit Conference
- Master of Science, New Hampshire College
- Bachelor of Business Administration, University of New Hampshire

Representative Presentations and Publications

- "2023 Compliance Supplement," Weaver Public Sector Education Series Webinar
- "How State and Local Governments Can Use Recent Influx of Coronavirus Recovery Funds under the ARPA," Weaver Thought Leadership
- "Webinar: GASB 87 — Your Roadmap to Implementation," Weaver Webinar
- "GASB Accounting & Audit Update," Weaver CPE Day
- "Audit: The Process and The Players," North Central Texas Council of Governments (NCTCOG)
- "Wading Through GASB and Diving Deep into OPEB," TXCPA School District Accounting and Auditing Conference
- "GASB Update 2023," Weaver CPE



Strive to
transcend client
expectations.
always.

John says: "My favorite core value is **Strive to transcend client expectations, always.** Great customer service is a difference-maker. If we don't take care of our clients, someone else will!"

***PROPRIETARY
INFORMATION***



Bryant Sanchez, CPA | Senior Manager, Assurance Services

Bryant has more than nine years of experience in public accounting for government organizations, including cities and their various component transportation and utility units. He has served universities, school districts, local and regional entities and more.

As an audit senior manager, Bryant is responsible for directing the work of staff auditors during fieldwork, reviewing work papers and ensuring that deliverables include the proper reporting and disclosures.

Representative Client Experience

- City of Denton
- City of Coppell
- City of Corpus Christi
- City of Lubbock
- Lubbock Power & Light
- Dallas ISD
- Hurst-Euless-Bedford ISD
- Frisco ISD
- Irving ISD
- Texas Coalition for Affordable Power
- Trinity River Authority
- Dallas Baptist University
- Lubbock Christian University
- Metropolitan Community College
- Tarleton State University
- Tarrant County College District
- Texas A&M – Commerce
- Texas A&M – Corpus Christi
- Texas A&M International
- Lamar State College – Orange
- Lamar State College – Port Arthur
- Lamar University

Professional Involvement, Certifications and Education

- Member, TXCPA, AICPA, and GFOA
- Master of Science, accounting, Texas Tech University
- Bachelor of Business Administration, accounting, Texas Tech University



Strive to
transcend client
expectations,
always.

Bryant says: “My favorite core value is **Strive to transcend client expectations, always.** At Weaver, we’re more than accounting. We’re committed to providing comprehensive solutions to address your diverse needs, beyond just number-crunching. We’re here to help you achieve your mission and vision!”

*** PROPRIETARY
INFORMATION ***



Jacqueline Diaz | Supervisor, Assurance Services

Jacqueline has more than eight years of experience in public accounting. Her work is focused on audits for a variety of clients, primarily with governmental organizations such as municipalities, public schools, utility districts, and transportation entities. She has also worked with clients in the construction, nonprofit, and real estate industries. Jacqueline develops and maintains excellent working relationships with clients' management and personnel. She supervises staff in all engagement phases.

Representative Clients

- City of Denton
- City of Irving
- City of The Colony
- Town of Westlake
- Dallas Area Rapid Transit (DART)
- Dallas County Utility and Reclamation District
- Rockwall ISD
- Duncanville ISD
- Wichita Falls ISD
- Westlake Academy
- Meeting Professionals International
- Perot Museum of Nature and Science
- AT&T Performing Arts Center
- Buckner International
- Jesuit College Preparatory School of The Dallas Foundation
- Senior Citizens of Greater Dallas
- Women in Need of Generous Support (WiNGS)

Professional Involvement, Certifications and Education

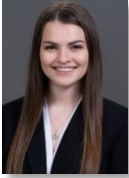
- Junior League of Dallas, Member
- Volunteer, North Texas Food Bank and Children's Medical Center
- Bachelor of Business Administration, accounting, University of Richmond



Respect everyone
for who they are
and what they
contribute, no matter
how different.

Jacqueline says: "My favorite core value is **Respect everyone for who they are and what they contribute, no matter how different.** Having respect for everyone leads to better client relationships and service, better quality audits, and makes work in general more rewarding."

***PROPRIETARY
INFORMATION***



Martha Whitfield, CPA | Senior Associate, Assurance Services

Martha has more than two years of public accounting experience, including audit and assurance engagements for local government entities and private companies in the construction industry. She is responsible for maintaining communication with clients and monitors quality on financial audits of all sizes. Martha plans and performs financial statement audits in accordance with governmental auditing standards and single audits meeting the requirements of the Texas Single Audit Act and Office of Management and Budget (OMB) Uniform Guidance. She has worked for state and local government entities with budgets exceeding \$1.8 billion and federal funds exceeding \$10 million and has conducted financial statement audits for private national construction firms with annual revenues exceeding \$1 billion.

Representative Client Experience

- City of Denton
- City of McKinney
- Dallas County Utility and Reclamation District
- Trinity River Authority
- H.C. Beck Holdings, Ltd.
- JLB Partners LLC

Professional Involvement, Certifications and Education

- Member, TXCPA
- Masters of Science, accounting, and Bachelor of Business Administration, accounting, Texas A&M University



Act with integrity,
no matter what.

Martha says, “My favorite core value is **Act with integrity, no matter what.** My professors at A&M instilled in us that as CPAs, we should never subvert our judgment to others. My favorite thing about Weaver's culture is that each person at our firm strives to conduct themselves with the highest level of integrity in order to provide quality work.”

*** PROPRIETARY
INFORMATION ***



Subject Matter Advisors



Brittany George, CISA, CISM, PCIP, QSA | Partner, IT Advisory Services

IT Advisory

Brittany has 20+ years of experience, including time spent at a Big Four firm. She provides IT consulting, cybersecurity services, System and Organization Controls (SOC) reporting, evaluation and testing of IT general controls (ITGCs) and regulatory services, such as Payment Card Industry (PCI) and Sarbanes-Oxley (SOX) compliance. Brittany has also performed system integration and extensive user acceptance testing. She has specific knowledge of government operations, systems and risks, having led IT audit activities for numerous municipalities.



A guest lecturer at the University of Texas at Austin and the University of Oklahoma, Brittany is highly regarded for her insight into information security best practices, as evidenced by presentations at the InfoSec World Conference & Expo, various Information Systems Audit and Control Association (ISACA) and Institute of Internal Auditors (IIA) chapters, Allinial Global, SecureWorld, PCI Community Meetings and the TXCPA.

Representative Clients

- City of Denton
- City of Dallas
- City of Fort Worth
- City of Garland
- City of Irving
- City of Southlake
- Texas Department of Motor Vehicles
- Electric Reliability Council of Texas (ERCOT)
- Austin Community College District
- Tarrant County College District
- Alamo Colleges District
- Dallas ISD
- Irving ISD
- Fort Worth ISD
- Garland ISD
- McKinney ISD
- Tarrant Appraisal District
- Dallas Area Rapid Transit (DART)
- IBM Cloud (f.k.a. SoftLayer Technologies)
- Brink's, Inc.
- TORL Biotherapeutics, LLC
- Carrizo Oil & Gas, Inc.
- Telx / Digital Reality Trust
- Kaiser Permanente
- Texas Community Bank
- Farm Credit Bank of Texas
- Capital Southwest Corporation
- Energy Spectrum Capital

Professional Involvement, Certifications and Education

- Member and Past President, ISACA (North Texas)
- Member, IIA, Association for Computer Operations Management (AFCOM)
- Member, Tech Titans and its Cybersecurity Forum
- Member, Advisory Board, SecureWorld, Dallas
- Certified Information Systems Auditor (CISA), Certified Information Security Manager (CISM), Payment Card Industry Professional (PCIP) and Qualified Security Assessor (QSA)
- Professional Graduate Certificate in cybersecurity, Harvard University
- Bachelor of Business Administration, management information systems, University of Oklahoma

Representative Presentations and Publications

- "Thinking of Selling Your Tech Business? Steps to Take Now," Weaver Thought Leadership

*** PROPRIETARY
INFORMATION ***



- "Bridge the Gap — Speak the Same Language As Your Assessor," PCI Security Standards Counsel 2023 North America Community Meeting
- "Catch Compliance in Your Web — How Mapping Untangles Your PCI Requirements," PCI Security Standards Counsel 2022 North America Community Meeting
- "PCI 4.0 — A Journey," Weaver *Foundational Fridays — A Virtual Cybersecurity CPE Series*
- "PCI Compliance and Its Impact on Retail," Weaver: *Beyond the Numbers — On the Shop Floor* Podcast
- "Privacy and Security Smackdown: Go together like Oil and Water? Or PB&J?" Cybersecurity Forum of Tech Titans
- "Compliance in a Changing World," SecureWorld Dallas
- "Ciberseguridad: Evita Ser Noticia de Encabezado," Allinial Global LATAM Conference
- "Likely Cybersecurity Misses: Impacts to Company Compliance," Weaver *Foundational Fridays — A Virtual Cybersecurity CPE Series*
- "From Chaos to Control: Unraveling the Art of Incident Control," Weaver *Foundational Fridays — A Virtual Cybersecurity CPE Series*
- "Cybersecurity: Why 60 Minutes a Year of Training Isn't Cutting It!" Weaver *Foundational Fridays — A Virtual Cybersecurity CPE Series*
- "Building a Bridge: Take a Peek Inside the World of ITGCs and Operations," Construction Financial Management Association (CFMA) Dallas
- "Analytics for Cybersecurity," IIA / ISACA Combined Meeting
- "Looking Forward: Cybersecurity and Incident Response," Texas Society of Certified Public Accountants (TXCPA)
- "Are You Prepared for a Cyber Breach?" Weaver Thought Leadership
- "Cyber Fraud and Your Potential Liability," Cyber D&O Event
- "Are You Privacy Prepared?" Weaver Thought Leadership
- "Are You Ready for the New Trust Services Criteria?" Weaver Thought Leadership
- "Risky Business — Is Your Cybersecurity in Cruise Control?" InfoSec World
- "The Road to Cybersecurity is Paved with Good Planning," InfoSec World Conference & Expo
- "Bitcoin and Blockchain," Panel, TXCPA Financial Institutions Conference (FIC)
- "Changes to SOC 2 and Trust Services," ISACA (North Texas Chapter)
- "COVID 19: Keeping IT Controls and Security Awareness Top of Mind for Peace of Mind," Weaver Thought Leadership
- "Incident Response Triage: What to do Before Picking up the Phone," Weaver CPE
- "Keep Your SOC's On," ISACA North Texas
- "Making Privacy a Priority: New Framework Helps Companies Develop and Implement Privacy Strategies," Weaver Thought Leadership
- "Women in Technology," Keynote Speaker, ISACA Houston Chapter, *SheLeadsTech* Conference



Take initiative.
Lead. Always
think about how
we can improve.

Brittany says: "My favorite core value is **Take initiative. Lead. Always think about how we can improve.** I like to be proactive and interactive with my clients to ensure the best level of client service and engagement success. Continuous improvement for the team, clients and myself is a top priority."



Elisa Gilbertson, CPA | Senior Manager, Assurance Services

Data Analytics

Elisa has broad experience in both public accounting and in-house financial management. She has managed financial reporting for a school district with almost \$600 million in annual expenditures. She has also performed financial audits and single audits for clients with budgets nearing \$2 billion.

Elisa leverages her understanding of financial statements and her skills in advanced data analytic techniques to help clients review and reconcile very large data sets. She has assisted cities, school districts, utilities and a state Department of Economic Development unit with identifying and isolating areas of inconsistency, error and fraud. Her team uses a client-specific, phased approach to analytics to support management in assessing its adherence to policies and potential issues in internal control. Elisa's work has identified errors and/or fraud in payroll, expenditures, state funding and other high-risk areas.

Representative Clients

- City of Allen
- City of Bedford
- City of Bryan
- City of Corpus Christi
- City of Euless
- City of Frisco
- City of Garland
- City of Georgetown
- City of Grand Prairie
- City of Irving
- City of Lubbock
- City of McAllen
- City of Odessa
- City of Rowlett
- City of Southlake
- City of The Colony
- City of West University Place
- City of Wylie
- South Milwaukee Water Utility
- Fredonia Water and Sewer Utility
- Franklin Water Utility
- Town of Brookfield – Sanitary District #4

Professional Involvement, Certifications and Education

- Member, TXCPA, Wisconsin Society of Certified Public Accountants (WICPA) and AICPA
- AICPA Advanced Single Audit Certification
- Master of Public Accountancy, international emphasis, and Bachelor of Business Administration, accounting and finance, University of Wisconsin-Whitewater

Representative Presentations and Publications

- "Risky Business: IT Risks and How Analytics Can Help Mitigate Them," Weaver Government CPE Day
- "10 Tips for a Successful Audit," TXCPA Not-for-Profit Conference
- "How to Prepare for an Audit," Municipal Clerks and Treasurers Institute
- "GASB/Technical Update," Municipal Treasurers' Association of Wisconsin (MTAW)

Elisa says: "My favorite core value is **Help each other succeed at work and in life**. This is an important value to have when interacting with coworkers and clients. We get to work together to help our clients be successful. Therefore, my interactions are approached with an open mindset and awareness that I don't know what others might be going through."



Help each other
succeed at work
and in life.

***PROPRIETARY
INFORMATION***



Team Continuity

Personnel shake-ups happen frequently in many firms, creating broken and segmented teams and resulting in the loss of important intrinsic knowledge. We understand how frustrating it is to get a team member up to speed only to learn that they'll be rotated off the engagement.

Our people are the foundation of our business and the core of everything we do. The quality of our staff directly translates to the quality of our work for clients. As a result, **we take employee retention and continuity very seriously.**



Although no firm is immune to the factors that lead to turnover and rotation, Weaver makes the continuity of a cohesive, stable engagement team a service priority throughout a client relationship. When our engagement teams do rotate or change, we take steps to quickly bring new members up to speed on the client relationship and engagement, facilitating an efficient transition. This is a true differentiator for Weaver.

Continuing Professional Education

The firm's CPE policy complies with the revised government auditing standards requirement regarding formal education for professionals responsible for planning, conducting or reporting on government audit engagements. All of the audit team members have met, and will continue to meet, the generally accepted government auditing standards (GAGAS) requirement for CPE, which is 80 hours of CPE every two years, with a minimum of 20 hours of CPE in each year of that period and at least 24 hours relating to governmental audit environment.

Weaver provides extensive customized, in-house training on government audit standards and firm audit methodologies every year. Representative annual CPE courses offered to the proposed audit staff include:

- ▶ State and Local Government Audit Planning Considerations
- ▶ Single Audit (includes financial statement and UG internal control requirements)
- ▶ Ethics: An Overview for Texas CPAs
- ▶ Sampling and Revenue Testing Training
- ▶ Governmental Accounting and Financial Reporting

This internal training is supplemented by external classes, workshops, seminars and conferences as needed to meet CPE requirements and specific client needs.



All staff assigned to your engagement comply with requirements for professionals who plan, conduct or report on government audit engagements



Audit & Analytical Procedures

Weaver's audit methodology is designed to be collaborative, comprehensive and efficient, with guidance from your engagement partner throughout.

Rather than a one-size-fits-all approach, we shape and customize our strategies and procedures to your specific circumstances.



Communication Approach

Throughout each engagement, and our entire relationship with you, Weaver will communicate openly and often. Your Weaver team will hold the following meetings with management and, when appropriate, with those charged with governance:

- ▶ Entrance and exit conferences at the beginning and conclusion of fieldwork
- ▶ Progress conferences during fieldwork to discuss work in progress and open items
- ▶ Presentations of the final report for key stakeholders, as needed

We'll use these communications to:

- ▶ Provide technical updates and discuss the impact on your organization
- ▶ Learn about changes in your forward-looking strategies as we look to the next season
- ▶ Understand your overall satisfaction to date

We'll continue to keep you informed of any significant events that arise during the engagement. Whenever there's a question or a potential issue, we'll bring it to your attention, seek your confirmation of the data and ask about any relevant circumstances; we encourage you to do the same.

Through open communication, our objective is to eliminate surprises while providing an efficient, effective engagement.





Mid-Year Consultations

Calling us with questions at the beginning of an engagement can save significant time at the end. At Weaver, we consider ourselves your auditor all year round, not just during the audit season.

We do more than accept questions throughout the year — we encourage you to reach out to us whenever you need to. Year-round consultations with your engagement partner and manager will be provided to you at no additional cost.

Throughout the year, Weaver hosts a series of virtual Government CPE Training that includes a range of hot topics for financial and accounting leaders. Our sessions covered the latest compliance requirements and GASB updates, as well as timely topics impacting government operations, such as cybersecurity, fraud prevention and digital transformation. Weaver's most recent series is available for ongoing viewing on the [Weaver website](#).

In addition to timely thought leadership via blogs and webinars, Weaver also publishes two podcasts, **Weaver: Beyond the Numbers — The Business of Government** and **Weaver: Beyond the Numbers — Government Impact** for government leaders.



Protecting Your Information

Weaver is always mindful of our responsibility to manage confidential personal and financial data. We've created a comprehensive array of procedures rooted in industry-standard best practices and systems to protect client and firm information.

To start, physical security measures include secured doors in our offices and workstations that lock automatically. Any printed documents are kept in secured areas, and unneeded documents are regularly collected in locked containers for shredding.

We diligently require data security reports from third-party vendors. We monitor how third parties protect our data and make sure we know where our data is stored.

In-house cybersecurity measures include two-factor authentication and encrypted laptops, hard drives and email. Weaver also enforces mandatory encryption of all removable media (such as USB drives). These are just some examples of the exhaustive procedures we follow to make sure client data remains secure. Additional details regarding our IT and security policies are available upon request.

Weaver's industry-leading data safeguards — such as two-factor authentication — exceed government requirements for protecting information managed by state agencies.



Hybrid Work Plan: Efficient and Integrated

While being in person has historically been the most efficient way to work, Weaver is equally effective at working remotely.

For the City, we'll plan on conducting our procedures both at your physical location and from our home offices. This will allow us to be onsite for shorter periods of time to obtain the information and



documentation we need, and then return to our offices to complete our work, allowing your team to focus on their daily job responsibilities.

Weaver has developed robust, efficient remote workflows and tools that enable us to complete even very large, complex engagements efficiently, effectively, on time and on budget.



Some of these practices leverage technology, while others are based on specific processes for performing walkthroughs, testing controls, documenting findings and communicating with clients.

Key Activities



Phase 1: Planning & Risk Assessment

To start, our team will meet with you to understand your operations and processes, compile our document request list, provide access to our client portal, identify and confirm potential risks and calculate a preliminary estimate of materiality.

Finally, we'll develop key parameters for the audit, including:

- ▶ Audit objectives
- ▶ Staffing and responsibilities, including manager and partner supervision
- ▶ Application of analytical procedures
- ▶ Schedules and hour budgets by audit area
- ▶ Materiality levels used for planning
- ▶ A risk assessment of internal controls

In developing our audit plan, we'll consider aspects of your operations that could affect the audit scope and approach, such as your organizational structure, governing laws and regulations, annual budget and sources of revenue, number of employees and any significant events during the past year that might have affected your financial processes.

BEYOND THE AUDIT

What makes Weaver different? We strive to provide ongoing value beyond mere "check the box" compliance, including:

- ▶ A knowledgeable engagement team that will alert you to pending changes and coach you through them
- ▶ Professionals at every level who understand government auditing and accounting standards and the special requirements of governmental entities
- ▶ Year-round access to consultation and advice from informed industry leaders
- ▶ Free admission to Weaver's continuing professional education events designed specifically for our government clients
- ▶ Confidence in the results of your audit

TECHNOLOGY IN THE AUDIT – Weaver's secure portal enables our team and yours to share, review, store and track all items related to the engagement. We can also download financial data directly into our audit software to prepare trial balances, perform analytical procedures and prepare the financial statements. To further increase efficiency and accuracy, we can even leverage our in-house data analytics team to analyze 100% of selected data.





As an integral part of our audit planning, we complete annual reviews of internal controls and the City's operations and accounting processes. This in-depth understanding of your operations and accounting processes is essential for performing a thorough, efficient and effective audit. It also helps us make relevant, valuable management comments.



Phase 2: Control Documentation and Preliminary Fieldwork

Understanding Your Internal Control Structure

First, we'll examine your internal controls to make sure they're properly designed and functioning as intended.

We'll then ensure an adequate understanding of your internal controls as they relate to the risk assessment, control environment, control activities, information and communication and monitoring. This will be accomplished by:

- ▶ Reviewing controls and determining whether they've been placed in operation
- ▶ Assessing the materiality of the various account balances and transaction classes
- ▶ Evaluating the risk factors that could affect the scope of testing

Determining Laws and Regulations Subject to Testing

We'll consider the effects of laws and regulations that have a direct and material effect on the determination of amounts in the financial statements.

To do this, we'll:

- ▶ Discuss applicable laws and regulations with the City representatives and legal counsel, if indicated
- ▶ Utilize information from prior-year work papers and our knowledge of your processes and procedures
- ▶ Review certain grants and contracts
- ▶ Obtain written representations from management

Single Audit Testing

As the City will expend federal and state financial assistance in excess of \$750,000 each, we'll consider the internal control categories for which testing is required in accordance with Uniform Guidance and the Texas Grant Management Standards.

PREPARED BY CLIENT (PBC) REQUESTS

We recognize that your staff manages the finances of a multimillion-dollar enterprise; our objective is to allocate to you only those tasks that will result in the greatest cost-efficiency overall.

For all requests for information, we'll give your staff adequate lead-time for their preparation. We'll deliver a request list for our interim fieldwork no later than one month in advance of the scheduled arrival for fieldwork.

When we conclude our interim fieldwork in your office, we'll deliver a tailored list of schedules for final fieldwork based on our understanding of controls and operations developed during the interim fieldwork. We don't utilize standard templates; rather, whenever possible, we'll work with schedules already prepared by management.

Based on our understanding of your accounting and financial reporting, we expect that our PBC list will be similar to prior audits. We'll update any items received that could be added to the list and remove items that don't add meaningful value.



These additional internal control categories address whether:

- ▶ Transactions are properly recorded and calculated to:
 - » Permit the preparation of reliable financial statements and federal reports
 - » Maintain accountability over assets
 - » Demonstrate compliance with laws, regulations and other compliance requirements
- ▶ Transactions are executed in compliance with:
 - » Laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on a federal program
 - » Any other laws and regulations identified in the Compliance Supplement
- ▶ Funds, property and other assets are safeguarded against loss from unauthorized use or disposition
- ▶ Specific requirements for major federal financial assistance programs have been complied with:
 - » Activities allowed or unallowed
 - » Allowable costs/cost principles
 - » Cash management
 - » Eligibility
 - » Equipment and real property management
 - » Matching, level of effort, earmarking
 - » Period of performance
 - » Procurement and suspension and debarment
 - » Program income
 - » Reporting
 - » Subrecipient monitoring
 - » Special tests and provisions

After examining internal controls over compliance requirements for major federal and state programs, Weaver will test each program's compliance to offer an opinion regarding the City's compliance with the direct and material requirements of each major program.

Audit Sampling Approach

The nature and size of the City's operations will require us to design procedures to include sampling applications.

All sampling will be performed in accordance with AU-C Section 530 and the AICPA audit guide, "Audit Sampling." Sampling applications may be used for these areas:

- ▶ Tests of accounting controls
- ▶ Tests of controls over compliance requirements of major federal or state programs, as applicable
- ▶ Tests of compliance with major federal or state program requirements, as applicable
- ▶ Substantive tests of account-balance details

The determination of tests of controls for transaction cycles will be decided by our evaluation of the design and effectiveness of your accounting controls. Our approach to tests of accounting controls will use tolerable rates of deviation and a 90% confidence level. The number of transactions tested will ultimately be determined by our expected rates of deviation and our control risk assessment. The specific items to be tested will be chosen randomly.

Determining Sample Sizes

The size of samples can't be determined in advance for substantive tests of details of account balances. Weaver uses a nonstatistical sampling approach based on statistical theory, as widely used throughout the



audit profession. This methodology uses the concepts of tolerable misstatement, risk of material misstatement, other substantive procedure risk, individually significant transactions and account balance in determining the sample size.



Phase 3: Final Fieldwork

After you complete the year-end closing of accounts, our team will begin final fieldwork.

This is the time when we perform most of the substantive tests on your data and prepare our audit work papers. During this time, our auditors will:

- ▶ Perform audit tests and complete preparation of audit work papers
- ▶ Complete audit programs, procedures and conclusions
- ▶ Discuss audit findings and adjust entries with your management
- ▶ Obtain attorney letters

Throughout this phase — and throughout our entire relationship with you — Weaver will remain in close communication with your management. Our goal is a “no-surprises” audit. Therefore, whenever there’s a question or a potential issue, **we’ll immediately bring it to your attention, seek your confirmation of the data and ask about any relevant circumstances.**



Substantive Procedures

After years of experience, Weaver has developed a very efficient methodology for performing substantive procedures on financial statement accounts and transactions quickly, but thoroughly.

The objectives of these procedures are to provide reasonable assurance that you’ll be able to accurately process, summarize and report financial data consistent with management’s assertions. Those assertions cover classes of transactions, year-end account balances and presentation and disclosure of financial data.

WEAVER ANALYTICS

Weaver’s internal data analytics team uses advanced computerized data-analysis techniques to uncover irregularities that could indicate fraud, persistent or systematic errors and internal control weaknesses.

During financial audits, our team can analyze 100% of selected data in the areas of journal entries, payroll and disbursements. We can identify potential risk areas that may require further investigation by the audit team.

During previous engagements, our team has identified items, such as bid splitting and nepotism, as well as opportunities to improve efficiencies in the disbursement process. Examples of key findings from other data analyses include:

- ▶ Duplicate vendors in the master vendor file
- ▶ Duplicate invoice payments
- ▶ Concentrations in vendors and customers that may indicate fraud
- ▶ Payroll checks paid in the incorrect amounts
- ▶ Payroll checks paid to former employees
- ▶ Employee addresses that match vendor addresses
- ▶ “Ghost” employees and vendors
- ▶ Unusual overtime patterns

By adding fraud detection and operational compliance, as well as computer data acquisition and analysis, Weaver can provide insights on the best ways to improve the efficiency and effectiveness of your processes.



Analytical Procedures

During your audit, we examine more than just pieces of data in isolation.

We also analyze the interrelationships of financial and nonfinancial data. Our extensive use of analytical procedures offers a natural extension to the process of understanding your operations. As we develop this understanding, we determine what ratios, relationships and internal or external data management tools will be useful in identifying and monitoring risks.

The exact analytical procedures performed for the City are determined as part of our planning process after we've completed interim and internal control analysis and testing. Common procedures performed in past engagements include trend analysis, ratio analysis and predictive or "reasonableness" tests.

For example, depending on the specifics of your data and processes, we may:

- ▶ Compare financial information with comparable prior periods, considering any known or expected changes; for example, we'll compare revenues and expenditures with comparable previous periods and balances, looking for unexpected variations
- ▶ Compare actual with anticipated results; for example, we'll make a budget-versus-actual comparison of revenues and expenditures
- ▶ Evaluate relationships among different elements within the period, such as receivables in relation to billings or revenues in relation to costs
- ▶ Analyze financial information in light of relevant nonfinancial information (growth, political changes, new regulatory requirements, etc.)
- ▶ Perform automated data analysis (data mining) using audit command language (ACL) and similar tools

Weaver typically pursues analytic procedures at depth in these areas:

- ▶ Salaries and benefits
- ▶ Depreciation
- ▶ Certain revenues and expenditures

Any unexpected variations are researched for explanations and then corroborated by reviewing supporting information.



Phase 4: Financial Review and Quality Control

As fieldwork is nearing completion, your engagement partner will review the entire engagement, with particular attention to significant audit areas.

In addition, the draft report and work papers will be reviewed by the engagement technical review partner to determine the completeness with which the engagement has been performed. The auditor's review will determine whether judgments made by others are reasonable in relation to the supporting data and to generally accepted accounting principles, auditing standards and firm policy.

Weaver also will review the City's Annual Comprehensive Financial Report (ACFR). We utilize our engagement software mapped to your financial reporting schedules to link our trial balance database to your financial statements and supporting schedules for an efficient review.

This use of technology, combined with our experience reviewing hundreds of ACFRs, allows us to streamline the review process, easily verifying and quickly cross-checking balances. We also provide timely feedback and focus primarily on material and impactful items, helping you to present a quality and accurate document to the public while minimizing time spent making non-substantive changes.

The ACFR will be reviewed by the engagement manager and the engagement partner and technical review partner, who are members of the GFOA Special Review Committee.

We'll discuss and confirm our findings with appropriate City staff whenever we discover an area of potential concern. In addition, we'll review draft findings and recommendations with you throughout the engagement. At the reporting stage, there should be no surprises.

Review and quality control tasks include:

- ▶ Conducting a review of all work papers by the engagement partner to ensure compliance with technical standards
- ▶ Completing a technical review of all work papers
- ▶ Performing any final analytical procedures
- ▶ Conducting a client conference to review financial statements, the auditor's opinion and preliminary management letter comments
- ▶ Obtaining written representations from management

Weaver will create and maintain all necessary information and documentation, including accounting records related to services and payment for at least five years after the engagement. We'll also make available to any authorized representatives and their entities necessary, relevant information.



Phase 5: Reporting

Throughout the audit, if we become aware of irregularities or illegal acts, we'll make an immediate, written report of those acts to management.

After our internal reviews have confirmed the audit is complete, we've reviewed the draft reports, and you've incorporated your management responses, if applicable, and related information, Weaver will issue the final audit opinion letters, single audit report, letter to governance and presentation to Council.

We'll issue all reports currently required by generally accepted auditing standards and any regulatory agencies, as well as any other reports subsequently required by these or similar entities following the completion of the financial audit.



Weaver will present our findings to the parties you designate. At that time, we'll explain our findings, present practical recommendations for improvement (if needed) and answer your questions. The engagement partner and manager will also bring these reports to meetings as requested. This provides your leaders with the opportunity to ask questions directly and enables us to explain our recommendations and any unusual findings.

Weaver's **Audit Insights** are designed to convey the most essential results of the audit, without excessive accounting jargon. It also presents information on financial trends over time, strengths and opportunities and looming changes.

We'll ensure City leaders are informed of the following information, as well as any other items required by audit standards:

- ▶ The auditor's responsibility under generally accepted auditing standards and government auditing standards
- ▶ Difficulties encountered in performing the audit
- ▶ Significant risks identified during our planning process
- ▶ Disagreements with management
- ▶ Major issues discussed with management prior to retention
- ▶ Management consultation with other accountants
- ▶ Management judgments and accounting estimates
- ▶ Other information in documents containing audited financial statements
- ▶ Significant accounting policies
- ▶ Significant audit adjustments

All working papers and reports will be retained for a minimum of seven (7) years, unless Weaver is notified in writing by the City of the need to extend the retention period.



The Weaver team often fields unique questions related to our industry, and they're always responsive in providing the feedback needed to complete our financials, which enables us to meet our deadlines."

– Weaver Municipal Client





Audit Segmentation, Staffing and Hours

An overview of the key segments of our methodology and an estimated timeline are provided below. As part of our planning stage, we will meet with management to develop a final, mutually agreed-upon timeline.



PHASE	KEY PURPOSE AND ACTIVITIES	STAFF	TIMING	HOURS
Planning & Risk Assessment	We will understand your priorities and risks, finalize the audit plan, and compile document requests.	Partner, Senior Manager	Upon award	80
Control Documentation & Preliminary Fieldwork	We will document and test internal controls, as applicable, identify key risks and test significant transactions.	Partner, Senior Manager, Supervisor, Associate	August 2024	150
Final Fieldwork	We will perform substantive testing and data analysis, determine compliance for major programs (as needed), prepare work papers and communicate any identified issues.	Partner, Senior Manager, Supervisor, Associate	January 2025	380
Financial Review & Quality Control	We will prepare and review our draft reports and perform technical reviews. ACFR complete.	Partner, Senior Manager, Supervisor	February 2025	90
Reporting	We will deliver final reports and other deliverables presented to City Council.	Partner, Senior Manager	March 2025	

“The Weaver team is professional and diligent in meeting our audit timelines. I appreciate their willingness to have discussions throughout the year on any new requirements which is helpful, and their response time on questions is always prompt.”

— Weaver Municipal Client



Price

Cost efficiency is a Weaver hallmark: We pride ourselves on offering extensive capabilities at a reasonable cost. Our pricing reflects the level of insight and technical knowledge our team brings, focused on helping you meet both your immediate objectives and your long-term goals.



Weaver is committed to working with you to develop a conscious, cost-effective fee structure that reflects your unique needs — we want our relationship with you to be long-term and mutually beneficial.

Total, All-Inclusive Price

Service	FY 2024	FY 2025	FY 2026
Financial Statement Audit	\$ 109,500	\$111,500	\$114,000
TCEQ agreed upon procedures	\$ 1,500	\$1,500	\$1,500
Single Audit (1 major program)	\$7,000	\$7,000	\$7,000

Out-of-Pocket Expenses and Administrative Costs

The rates quoted are all-inclusive. We don't charge for out-of-pocket expenses such as printing, report production and similar administrative costs. Routine meetings and accounting advice in the ordinary course of business are also considered part of our role as your professional services provider and aren't charged as a separate fee.

A “No-Surprises” Approach

There should never be surprises when it comes to costs. Once the annual audit plan and corresponding fee estimate are complete and approved, we don't expect the cost of the engagement to exceed this initial cost estimate.

However, there are situations that can trigger the need for additional services, such as significant changes in client operations, auditing standards, or to address issues identified during the audit. If it should ever become necessary to change the existing scope, we'll discuss project details with you and agree on a pricing structure before beginning additional services. Keeping fees transparent and reasonable is just one way we demonstrate a commitment to our clients. If you're ever unsatisfied with your fee, please don't hesitate to let us know.

Questions and Communications

We encourage you to contact us with routine questions throughout the engagement, and throughout the year. We won't bill you for general inquiries nor for the time to learn the nuances of your operations. We see all of this as an investment in building a long-term relationship with you. For questions that require substantial research, or if it should become necessary to change the existing scope — either to supplement the services requested or to perform additional work because of specific recommendations — we'll discuss project details with you and agree on a pricing structure before beginning work. Typically, additional work is negotiated based upon the timing of the services needed and skill level required.





Appendices

Addenda Acknowledgment

Weaver acknowledges that the City has issued two addenda for RFP 8562.

- ▶ The first addendum reissued Exhibit B - City of Denton - Final Single Audit Report.pdf
- ▶ The second addendum reissued Scope of Work.pdf



Invoice Example



Client Number: 8481470
 Invoice Date: 5/28/2024
 Invoice Number: 10739526
 Invoice Amount: \$15,000.00
 Amount Paid: _____

City of Denton- Accounts Payable [or Designated Department]
 Attn: [Designated Point of Contact]
 215 East McKinney
 Denton, TX 76201

Make Check Payable / Remit To:
 Weaver and Tidwell, LLP
 2821 West 7th Street, Suite 700
 Fort Worth, TX 76107

Pay Online:
<https://weaver.com/payment>

Keep lower portion for your records - Please return upper portion with payment

Service	Amount
Invoice Date: 5/28/2024 Invoice Number: 10739526 Client Number: 8481470	
Progress bill on the audit of the financial statements as of and for the year ended September 30, 2024.	15,000.00
Current invoice amount due	\$ 15,000.00

Payment is due upon receipt in U.S. dollars. Please note client number and invoice number on remittance.
 Please visit us at weaver.com for location information. Direct invoice inquiries to (817) 882-7740,
 or e-mail AccountsReceivable@weaver.com.

ACH/Wire Info: Amegy Bank - ABA Routing No. 113011258, Account No. 5799078844, Swift No. ZFNBUS55

Pay online at <https://weaver.com/payment>



Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

	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.	
	<p>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).</p> <p>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. <i>See</i> Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	
1	Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Weaver and Tidwell, L.L.P.</div>	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(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.)</small>	
3	Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin: 10px 0;"> <u>N/A</u> Name of Officer </div> <p>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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
4	<input checked="" type="checkbox"/> I have no Conflict of Interest to disclose.	
5	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> </div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 45%; text-align: right;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">May 29, 2024</div> <div style="font-size: small;">Date</div> </div> </div>	



Secretary of State Certificate

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



John B. Scott
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Weaver and Tidwell, L.L.P.
File Number: 800131354

The undersigned, as Secretary of State of Texas, hereby certifies that the Annual Report for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 05/24/2022

Effective: 05/24/2022



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott
Secretary of State

Phone: (512) 463-5555
Prepared by: Kanisha Ross

Come visit us on the internet at <https://www.sos.texas.gov/>

Fax: (512) 463-5709
TID: 10307

Dial: 7-1-1 for Relay Services
Document: 1152661460002

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:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, 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. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$100,000.00 Each Accident

Bodily Injury by Disease: \$100,000.00 Each Employee

Bodily Injury by Disease: \$500,000.00 Policy Limit

NOTES:

- a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

C. 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.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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.

weaver and Tidwell, L.L.P.

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?

☐

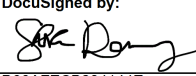
Yes

☒

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:

D90AFECB284144E
Signature of Vendor doing business with the governmental entity

6/13/2024

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: 41B85D317BF745F28209625C1423B1E0

Status: Sent

Subject: Please DocuSign: City Council Contract 8562 External Auditor Services

Source Envelope:

Document Pages: 63

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Christina Dormady

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Denton, TX 76209

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christina.dormady@cityofdenton.com

IP Address: 198.49.140.10

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Lori Hewell



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lori.hewell@cityofdenton.com

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Purchasing Manager

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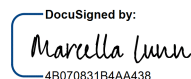
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Marcella Lunn



Sent: 6/12/2024 4:29:57 PM

marcella.lunn@cityofdenton.com

Viewed: 6/13/2024 11:21:49 AM

Senior Deputy City Attorney

Signed: 6/13/2024 11:53:00 AM

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Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
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Sara Dempsey



Sent: 6/13/2024 11:53:06 AM

sara.dempsey@weaver.com

Viewed: 6/13/2024 12:09:09 PM

Parthee

Signed: 6/13/2024 7:37:46 PM

Weaver and Tidwell LLP

Signature Adoption: Drawn on Device

Security Level: Email, Account Authentication
(None)


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Accepted: 4/10/2023 8:59:48 AM

ID: 47437afc-fcc5-46db-a998-ee8b0ba56ec6

Signer Events	Signature	Timestamp
Madison Rorschach madison.rorschach@cityofdenton.com City Auditor City of Denton Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  7F94A06651EE443...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</div>	Sent: 6/13/2024 7:37:50 PM Viewed: 6/14/2024 7:42:42 AM Signed: 6/14/2024 7:46:01 AM

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

Sent: 6/14/2024 7:46:05 AM

Electronic Record and Signature Disclosure:
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Sara Hensley
sara.hensley@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lauren Thoden
lauren.thoden@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/12/2024 4:04:05 PM
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Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/14/2024 7:46:05 AM Viewed: 6/18/2024 4:28:38 PM
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Carbon Copy Events	Status	Timestamp
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City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cheyenne Defee Cheyenne.defee@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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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

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