
WILLIAMSON COUNTY SERVICES CONTRACT ADDENDUM

Berry, Dunn McNeil & Parker, LLC
(Cooperative Contract: TIPS 230601)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT ADDENDUM (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Berry, Dunn McNeil & Parker, LLC** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Proposal**, being marked as **Exhibit “A,”** which is incorporated herein to the extent the Proposal meets or exceeds the requirements of County’s solicitation, if applicable.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue for 12 months from effective date. Unless terminated by either party pursuant to paragraph IX below, the contract shall renew automatically for one year with the terms and conditions remaining the same.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** upon final completion of the services as determined by County. The not-to-exceed amount under this Contract is One Hundred Thirteen Thousand, Four Hundred Sixty Dollars (\$113,460.00) per year, unless amended by a change order and approved by Williamson County Commissioners Court.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000
<i>(including premises, completed operations and contractual)</i>		

Aggregate policy limits: \$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract to the Risk Management Department: coi.submission@wilco.org.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES’ GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY

WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection

with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy.pdf \(wilco.org\)](http://www.wilco.org/WilliamsonCountyVendorReimbursementPolicy.pdf). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Proposal, and being marked **Exhibit "A,"** which incorporates Cooperative Contract: TIPS 230601 and;
- B. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20____

SERVICE PROVIDER:

Berry, Dunn McNeil & Parker, LLC
Name of Service Provider


Authorized Signature

Kevin Price

Printed Name

Date: January 27, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jan 27 2025 Time: 11:48 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jan 27 2025 Time: 8:38 am

EXHIBIT A

January 15, 2025

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

Dear Minnie Beteille:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), we are pleased to submit this letter describing how we might assist Williamson County (the County) with its asset management software selection initiative. We value the County as an existing client and are proud of the work we have accomplished together. We appreciate the opportunity to be considered for this initiative, and we are pleased to share the following information—including firm, representative team members, experience, approach, work plan, and cost details.

Understanding the County's Needs

We understand that the County's Road and Bridge Department, Facilities Management Department, and Park Department currently use Data Transfer Solutions, LLC (DTS) VUEWorks asset management software and that each department is looking to implement a new computerized maintenance management system (CMMS) that will better suit their evolving needs. The County's Technology Services Department has started collecting requirements for a request for proposals (RFP) for a new system. However, the County believes it may be beneficial to work with a consultant who can fully assess each department's needs, develop an RFP, and assist with selecting a new system.

Key Qualifications

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



Our extensive experience conducting similar scopes of work.

Asset management software needs assessments are a core service of our specialized Community Development and Utility Operations Practice. The County can rely on our team to deliver a proven yet highly customizable project approach that is effective and efficient while being flexible to the County's unique needs and goals. Our team has firsthand experience leading countywide community development departments and asset management functions and regularly consults these departments as they assess current systems and processes, identify opportunities for improvement, and implement recommendations. As a result, we understand the technical aspects of the County's project, as well as the staff and customer considerations.



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

■ City of Allen

■ City of Farmers
Branch

■ City of New
Braunfels

■ Ellis County

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



Our proven project management approach embeds change management methodologies. Our work for the County will be guided by established project management methodologies and best practices as defined by the Project Management Institute® (PMI®) as well as inputs from Agile and Lean principles. Additionally, we know the important role organizational change

management plays in implementation processes; therefore, we integrate a disciplined change management approach to our work—from system selection through implementation—using Prosci® and other leading change management methodologies and best practices as a foundation. This integration will help ensure the County's stakeholders have opportunities to provide input, support, and buy-in for all decisions to help increase the likelihood of project success.



Our independent and objective advisory services. Central to our identity is the preservation of our independence and objectivity. Our team has many years of large-scale enterprise business process, system advisory, and implementation experience, but our firm does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors. Further,

we do not have any preferred vendors and the County will not find our name listed as partners, affiliates, or sponsors of any vendor, nor does BerryDunn sell hardware or software products. This—along with our BerryDunn Bridge vendor outreach program—allows us to provide unbiased system consulting services and only work in the County's best interests at all times. BerryDunn is not affiliated with any specific vendor, allowing us to provide truly independent advisory services to our clients. In that respect, we recognize the importance of networking and continuous market research to help ensure we are apprised of industry best practices, emerging trends, and updates in the software vendor community.

Firm Overview

BerryDunn is a nationally recognized independent management and IT consulting firm focused on inspiring organizations to transform and innovate. A Limited Liability Company formed in 1974 with 69 principals and 36 owners, BerryDunn employs more than 935 staff across 10 offices nationally.

Our Consulting Services Team employs more than 335 staff and has been serving state, local, and quasi-governmental agencies for over 30 years. From extensive project experience for more than 650 state, local, and quasi-governmental agencies, our team brings valuable perspectives to every engagement. Our firm provides a full range of professional services, as listed on the following page, that supports our ability to complete tasks outlined by the County on this initiative.

- ▶ **Software Needs Assessments**
- ▶ **Software Planning and Procurement**
- ▶ **Software Implementation Project Management and Oversight**
- ▶ Business Process Improvement, Reviews, and Redesign
- ▶ Organizational, Operational, and Staffing Analyses
- ▶ Organizational Change Management
- ▶ Performance Analyses
- ▶ Enterprise and Departmental Strategic Planning
- ▶ Leadership and Organization Development
- ▶ Comprehensive/Master Planning
- ▶ IT Assessments and Strategic Plans
- ▶ Project Assessments and Remediation
- ▶ Cost of Service and Fee Studies

Figure 1 illustrates the overall organization of BerryDunn's Local Government Practice Group. We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges and planning for success. Our consultants have experience serving state and local government agencies, providing them with an in-depth understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the County serves.

Figure 1: Local Government Practice Group Specialization



BerryDunn's **Community Development and Utility Operations Practice** will serve the County on this initiative. This practice focuses on municipal and county policies, processes, fees, and systems related to planning, zoning, permitting, inspections, development services, code enforcement, land management, work order, and asset management functions. This practice is composed of industry experts with both firsthand and project experience. As American Institute of Certified Planners (AICP)-certified planners, our team understands the importance of sound planning principles, community vision setting, and the need for innovative policies and regulations to carry out planning priorities.

Our **Parks, Recreation, Libraries Practice** will contribute insights and expertise as well. This practice is comprised of former public-sector parks, recreation, and library leaders who regularly provide master and strategic planning, programming and financial analysis, feasibility studies, change management, service quality assessments, and more—offering clients deep expertise built upon decades of experience working in and with

agencies on comparable projects. These team members are actively involved in the National Recreation and Park Association (NRPA) and State-level industry groups.

Relevant Experience

Our proposed project team has vast firsthand experience in working with our municipal clients to assess the asset management software required to carry out facilities, parks, and road and bridge management. As necessary, we have also assisted with related system selection and implementation efforts. Our range of asset management and relevant department-specific system assessment and implementation work is indicated in the relevant engagements in Table 1. This experience will allow our team to understand all facets and functions of the County's current system.

Table 1: Summary of Relevant Public-Sector System Selection Experience

Client	Project Details	Legacy System(s)	Project Dates
City of Beaverton, Oregon	<p>BerryDunn worked with the City to provide land management system needs assessment and system selection consulting, which included a current environment assessment and recommendations report, requirements and RFP development, system selection assistance, and contract negotiation assistance.</p> <p>BerryDunn was later engaged to provide implementation project management services during the City's Infor implementation.</p>	Planning, Permitting and Site Development (<i>Customized System</i>)	<p>January 2019 – August 2020</p> <p>September 2021 – April 2023</p>
City of Boca Raton, Florida	<p>Our team worked with the City to implement a system for land management, planning, permitting, inspections, business licensing, and code enforcement functions, which followed selection activities (requirements definition, RFP development, and procurement assistance).</p>	Planning, Permitting, Code Enforcement, and Business License (<i>SunGard HTE</i>), and Avolve ProjectDox	July 2017 – March 2023
City of Broken Arrow, Oklahoma	<p>The City of Broken Arrow engaged BerryDunn to assist in its selecting replacement systems for Enterprise Resource Planning (ERP), Utility Billing, Planning and Permitting, and Public Safety functions. We helped the City in developing functional and technical requirements, as well as the development of its RFP. Following receipt of proposals, BerryDunn assisted the City in system selection, including the development of proposal summary memos, short-list identification, and demonstration facilitation, followed by contract negotiation assistance.</p> <p>BerryDunn was also chosen by the City to assist with the implementation of selected Planning and Permitting, Asset Management, Utility Billing, ERP, and CAD/RMS systems.</p>	Planning, Permitting, and Code Enforcement (<i>SunGard HTE</i>)	July 2019 – August 2022

Client	Project Details	Legacy System(s)	Project Dates
City of Denton, Texas	BerryDunn worked with the City to develop an IT Strategic Plan, which identified a need to replace the City's existing EAM system. The City selected BerryDunn to lead this initiative. We surveyed users and conducted fact-finding work sessions across multiple departments using disparate EAM systems including InforEAM, Cartegraph, CityWorks, IBM Maximo and FasterWeb. We then developed a needs assessment report, developed citywide functional and technical requirements, developed an RFP, and assisted with vendor selection.	Enterprise Asset Management (InforEAM, Cartegraph, CityWorks, IBM Maximo, FasterWeb)	February 2022 – Present
City of DeSoto, Texas	BerryDunn conducted an assessment of current software needs and assisted the City with the development of an RFP and selection of a replacement software vendor.	ERP (STW), Planning, Permitting, and Code Enforcement (iWorQ)	March 2019 – March 2021
City of Farmers Branch, Texas	BerryDunn helped the City define requirements and release an RFP to select an enterprise system replacement, including planning, permitting, and code enforcement as functional areas. Our team also helped the City implement its chosen solution.	Permitting and Code Enforcement (MyGov), and Planning (SharePoint and Excel)	October 2017 – October 2023
City of Fredericksburg, Virginia	The City worked with BerryDunn to develop an enterprise RFP to include planning, permitting, inspections, and code enforcement as functional areas. Our team also conducted as-is business process diagramming as part of our selection activities.	Bright and Associates, Inc. (BAI)	January 2017 – May 2017
City of Frisco, Texas	Our team provided electronic plan review (EPR) system consulting, including as-is process diagramming, options analysis, and system selection assistance. BerryDunn is currently providing project management oversight as the City implements Avolve ProjectDox.	Planning and Permitting (CentralSquare TRAKiT and Hyland OnBase)	May 2018 – December 2022
City of Irvine, California	BerryDunn is currently assisting the City with a permit software needs assessment, procurement, and implementation project. This project involved conducting a current environment assessment, reviewing previously developed requirements and RFP documents, developing an updated RFP package, and providing system selection assistance. BerryDunn is currently providing implementation project management support.	Planning, Permitting, Code Enforcement, and Business License (Tyler Eden)	August 2020 – Present
City of Irvine, California	Our team is currently assisting the City's Department of Public Works and Transportation as it selects a new work order management system. This system will serve multiple divisions, including but not limited to facilities and rehab, fleet services, streets, landscape, traffic operations, neighborhood traffic, and administrative	Work Order Management	May 2023 – Present

Client	Project Details	Legacy System(s)	Project Dates
	services. To date, we have assessed the Department's current and future needs, identified pre-qualified vendors, and developed RFP documents. We are currently assisting with system selection and will provide contract negotiation and award assistance.		
City of Mansfield, Texas	BerryDunn provided the City with support during its community development and enterprise asset management (EAM) system selection process. This involved developing an RFP, assisting with vendor selection, and providing contract negotiation support.	MyGov	November 2021 – October 2023
City of Mesquite, Texas	BerryDunn led a land management and community development system needs assessment and system selection project, which included RFP development, system selection assistance, and contract negotiation assistance.	Planning, Permitting, and Code Enforcement (Non-Integrated Systems)	October 2013 – October 2015
City of Philadelphia, Pennsylvania	BerryDunn partnered with the City to help the Philadelphia Parks and Recreation Department (PPR) transition from a work order and asset management system that had been in place for seven years. PPR sought a new system that would better handle the size of its environment, focus on asset-level management, and leverage technological advancements. It desired a cloud-based system that could integrate with GIS systems, handle inventory management, and improve work order management capabilities. We worked with PPR to assess its current state, define its desired future state, develop requirements, analyze the vendor marketplace, and recommend next steps.	Work Order and Asset Management (Wizard Software's Performo)	June 2023 – May 2024
City of Plano, Texas	The City first selected BerryDunn to provide business process improvement services to its Building Inspections Department with a goal to increase efficiency, intra-department cooperation, and external transparency during its permitting and service delivery processes. The City then contracted BerryDunn to assist with the selection of a new community development system—including RFP development, vendor selection, contract negotiation assistance, and implementation—and later enlisted BerryDunn to conduct an assessment and gap analysis of the new system. BerryDunn is currently providing implementation project management support.	CentralSquare TRAKiT	September 2021 – Present
City of Scottsdale, Arizona	Our team is currently assisting the City through the implementation of a replacement system to manage planning, permitting, inspections, EPR, and code enforcement functions. We conducted a current	Custom-Developed System	June 2022 – Present

Client	Project Details	Legacy System(s)	Project Dates
	environment assessment, documented current business processes, developed requirements, and developed an RFP.		
City of Tucson, Arizona	To help the City select and implement a new community development system, BerryDunn conducted a needs assessment, developed an action plan, defined requirements, developed the RFP, assisted with system selection activities, and provided contract negotiation assistance.	Planning, Permitting, Code Enforcement, and Business License (Accela Permits Plus)	December 2014 – June 2018
City of Wilmington, North Carolina	To assist the City in selecting and implementing an enterprise system, asset management, and work orders as functional areas, BerryDunn conducted a current environment needs assessment, defined requirements, developed an RFP, facilitated selection activities, and guided contract negotiation. Our team assisted with the implementation of the City's chosen system.	Planning, Permitting, and Code Enforcement (SunGard HTE)	December 2016 – 2021
City of Woodinville, Washington	The City, on behalf of its Development Services and Public Works Departments, selected BerryDunn to assist with implementing identified improvements; update policies, procedures, and permit review tools; and reconfigure its Accela permit review tracking software.	Accela	July 2023 – Present
City of Vancouver, WA	The City contracted BerryDunn to assess its use of Infor Public Sector with a goal of identifying root causes of process and/or system deficiencies, documenting opportunities for improvement in current business processes, identifying gaps in the current system, and evaluating whether an upgrade and/or replacement was necessary. In-scope departments included community development, public works, and utility billing.	Infor	January 2024 – September 2024
Doña Ana County, New Mexico	BerryDunn worked with the County's Community Development Department to assess its needs with regard to a new land management software for building permit review and inspections, code enforcement, business registration, and land use cases, as well as develop an RFP and assist with vendor selection and contract negotiations.	iWorkQ	June 2021 – January 2023
Kern County, California	BerryDunn is currently working with the County to optimize its building permit processes. Throughout this permit process improvement project, our team has focused on improving the County's use of Accela.	Accela	February 2024 – Present

Client	Project Details	Legacy System(s)	Project Dates
Maui County, Hawaii	The County selected BerryDunn to refine its Department of Parks and Recreation's permitting software needs and requirements and support the acquisition of a new software system. Our work included reviewing a draft RFP, conducting research to understand the Department's needs, finalizing the RFP, and assisting with system selection.	Active.NET	June 2020 – June 2021
New Kent County, Virginia	BerryDunn conducted an ERP needs assessment project that included conducting a current environment assessment and development of functional and technical requirements for a replacement system, including planning, permitting, and code enforcement.	Bright and Associates, Inc. (BAI)	June 2013 – February 2017
Pitkin County, Colorado	The County requested the completion of a needs assessment, definition of functional and technical requirements, RFP development, and system selection assistance as part of replacing its permitting system. The County replaced its legacy system with support from BerryDunn.	Planning and Permitting (Tyler Technologies Eden and BlueBeam)	December 2017 – June 2020
Thurston County, Washington	BerryDunn is currently conducting a needs assessment of the Thurston County Public Works' (TCPW's) asset management system, VUEWorks. BerryDunn is working with TCPW to explore its current and future asset management processes through document and data review, workshop facilitation, process improvement analysis, and current and future state business process mapping. Our goal is to define functional, non-functional, and technical requirements and to determine the best path forward, assuming the County will need to procure and implement a modern asset management system.	Asset Management (VUEWorks)	May 2024 – Present

Representative Project Team Members

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



Kevin Price, MPP, PMP®, Prosci®

Kevin is a principal in BerryDunn's Local Government Practice Group. He leads our Community Development and Utility Operations Practice, assisting agencies similar to the County with business process improvement, system assessment and selection, and fee study projects. He has led business process improvement, strategic planning, and system selection projects for some of BerryDunn's most complex local government clients, including the City of Boston, Massachusetts; the City of Philadelphia, Pennsylvania; the City of Detroit, Michigan; and the City of Dallas, Texas.

Kevin has extensive experience supporting the full life cycle of community development system selection. He specializes in supporting municipal community development functions as they assess current business processes and software, determine current and future needs, and implement recommendations for improvement or select and implement new systems. He has provided services similar to those requested by the County for Thurston County, Washington; City of Irvine, California; City of Wilmington, North Carolina; and the Cities of Denton and Farmers Branch Texas. He has also helped clients such as the City of Woodinville, Washington, as they work to implement permitting process recommendations.



Austin Nichols, MBA

Austin is a senior consultant specializing in leading software assessment and system replacement projects, both as a consultant and former local government leader. In addition to serving as project manager of the County's ERP system selection project, Austin is currently project manager of electronic planning and permitting system selection projects with the City of Denton, Texas, and City of Arlington, Texas as well as EAM system selection projects with the City of Denton, Texas, and the City of Irvine, California. Austin excels by developing action plans through understanding stakeholder requirements, setting goals with measurable outcomes, managing project risks and issues, and providing transparent communication throughout the life cycle of the effort. He has successfully managed the implementation of large-scale software projects, developed a mobile app to connect citizens to city services, and led a Work Smarter initiative to reduce cost and increase the efficiency of utility and public works departments.



Andrea Brinkley, MPA, PMP®

Andrea is a senior consultant in BerryDunn's Local Government Practice Group. She has 24 years of municipal government experience with prior public-sector titles ranging from capital improvement program director to assistant director of capital projects and assistant director of public works. As such, she has extensive experience in operational and capital improvement budgets, training, project management, analysis of service delivery, operational assessment, and engagement with communities. She has worked with utilities, public works, and finance department teams to formulate project-related costs, conduct forecasting, and assist with programming and planning for debt issuances and new source funding. Both in the public sector and as a consultant, her leadership approach is collaborative and participatory. Andrea has supported BerryDunn's asset-management-related consulting

projects for clients such as the City of Fort Worth, Texas; City of Irvine, California; Thurston County, Washington; and Hawai'i County, Hawai'i.



Joseph Bergeon

Joseph Bergeon is a consultant in BerryDunn's Local Government Practice Group. He regularly supports our Technology Management and Community Development and Utility Operations practices. Joseph brings experience in government and community engagement at the local and federal levels. Joseph focuses on operational management, business process improvement, and analytical review for government institutions in the education, legislative, and community governance fields. He has served in a similar role on projects with the Cities of Arlington and Denton, Texas, and City of Bridgeport, Connecticut.

Proposed Approach

Guiding Methodologies

Project Management

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

Change Management

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

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

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

1: Preparing for Change

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

2: Managing Change

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

3: Reinforcing Change

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

Work Plan

BerryDunn strives to be flexible when developing and executing an effective work plan. We understand that no two projects are exactly alike, and our past clients have appreciated our willingness to adapt to their needs. This mindset plays a foundational role in how we measure the success of our portfolio of similar projects.

You can expect our approach to offer the following key benefits:

- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the County review and approval of all deliverables and key milestones
- Built-in project management and change management best practices that focus on keeping the project on time, on budget, and progressing at a healthy pace for County stakeholders to give input in the information-gathering process, understand recommendations, and trust in the plans for moving forward

Figure 2 presents an overview of our work plan, which we detail below and on the following pages.

Figure 2: Project Work Plan Overview



Project Initiation and Management

0.1 Conduct initial project planning and a project kickoff call. We will conduct an initial project planning and project kickoff teleconference with the County's project management team to introduce key team members, clarify goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach to managing communications, scope, risks, and resources. We will also request names and contact information for the appropriate County staff members involved in the project.

Project Initiation and Management

0.2 Develop a Project Work Plan and Schedule. Based on the information gathered from our initial project planning and project kickoff teleconference, we will develop the Project Work Plan and Schedule. In addition to the components gathered from Task 0.1, the Project Work Plan and Schedule will address our approach to providing the services requested by the County, the agreed-upon time frame for each task, and agreed-upon procedures between our project team and the County's related to project control, including quality management and deliverable submission/acceptance management. We will facilitate a virtual work session to review and confirm the Project Work Plan and Schedule with the County's project team before finalizing.

Deliverable 1 – Project Work Plan and Schedule

0.3 Develop Biweekly Project Status Updates. Throughout the project, our project manager, Austin Nichols, will provide Biweekly Status Updates that describe the activities and accomplishments for the reporting period, plans for the upcoming month, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable. We will meet with the County's project manager to review the status updates.

Deliverable 2 – Biweekly Project Status Updates

Phase 1. Current State Discovery

1.1 Develop and issue a web survey. We will develop and distribute a web survey to County staff to understand issues and challenges with current business processes. We anticipate that this survey will be issued to the core department stakeholders and used to help determine the current challenges and areas for improvement. Prior to issuing the web survey, we will review the questions with the County's project team to solicit feedback before finalizing. We will use the survey results as one of many data points in developing our evaluation of the current environment.

1.2 Develop and issue an information request. Prior to conducting our work, we will provide the County's project team with an information request sheet to help gather available documentation to support the work effort (e.g., organizational charts, documentation on existing systems, and policy documentation). We will respectfully request that the County's project team provide the documentation prior to the project kickoff presentation and fact-finding meetings, as reviewing this information in advance of our work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of County personnel's time.

1.3 Review the results of the web survey and information request. We will review the results of the web survey and the information request once completed. As mentioned, this preliminary work will help us to establish a foundational understanding of the County's current environment and inform upcoming fact-finding meetings. It will also minimize the time needed to familiarize our team with the County's business processes, thereby limiting the burden on County staff.

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

1.5 Facilitate current environment fact-finding meetings. Following the project kickoff presentation, we will conduct in-person fact-finding meetings with appropriate County staff. These meetings may take the form of interviews with staff, process observation, and field ride-alongs. The purpose of these meetings is to review, evaluate, and document the County's existing system functionality and understand processes that are

Phase 1. Current State Discovery

critical or unique to the County. We will also meet with representatives from the County's IT staff who support the existing applications to review available system documentation, existing data elements, and data reporting needs.

1.6 Conduct follow-up to fact-finding meetings. We will conduct follow-up activities virtually as needed to confirm and clarify our understanding of the County's current state. It is our goal to be thorough in this process to help ensure the future state is reflective of and addresses current needs.

1.7 Develop a Current State Analysis Memo. Using the information gathered through our data and documentation request, survey, and fact-finding meetings, we will draft a Current State Analysis Memo that will include a full review of business operations, including the following:

- ▶ Current systems use
- ▶ Reporting needs
- ▶ Identification of supporting systems and tools, e.g., Excel, paper
- ▶ Primary challenges
- ▶ Opportunities for improvement
- ▶ Interfaces
- ▶ Data conversion requirements
- ▶ Recommended key decision points
- ▶ Any additional considerations

1.8 Review the Memo with the County's project team. We will facilitate a virtual work session with the County's project team to review the draft Memo and its contents and solicit feedback before updating it to final form.

Deliverable 3 – Current State Analysis Memo

Phase 2. RFP Development

2.1 OPTIONAL. Facilitate vendor outreach information sessions. Optionally, we will facilitate virtual sessions with up to six vendors to provide the County with information on the capabilities of the systems on the marketplace. Each session will be scheduled for two hours, and we will provide participating vendors with a format to follow for ease of comparison. By holding these sessions, the County will be better informed when finalizing requirements for the future EAM solution. Following the sessions, we will conduct a debrief survey to solicit feedback from County participants regarding desired functionality to be included in the RFP for the future system.

2.2 Develop Preliminary Functional and Technical Requirements. BerryDunn has developed a database of functional and technical requirements based on our experience with other governmental agencies and our knowledge of software system functionality and best practices. By drawing from this database and the information gathered through fact-finding activities, we will make refinements for those processes that are critical or unique to the County.

These requirements will support supplemental functionality requirements with key reporting, interface, and conversion enhancements. In our recent experience, those areas have significantly differentiated vendors' solutions and required a specific focus in the selection activities. Our analysis typically results in about 75% of requirements being defined upfront for most of our clients.

Deliverable 4 – Preliminary Functional and Technical Requirements

Phase 2. RFP Development

2.3 Conduct joint requirements planning (JRP) work sessions. We will facilitate JRP work sessions with County stakeholders and our project team members to review the Preliminary Requirements. We will reconvene many of the same stakeholders that met during fact-finding activities to discuss the future system capabilities. Using the preliminary list, we will review and confirm each item and assign a relative criticality to communicate to vendors responding to the list as part of their RFP responses. We plan to conduct these virtual work sessions over three days. Following the sessions, we will update the list to final.

Our role in facilitating the JRP work sessions is to contribute our focused knowledge of the vendor marketplace and align the items requested in the list with the goals and objectives of the project. For example, we might comment that functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can help recommend requirements to include that might be commonplace today, but beyond the familiarity of County stakeholders.

Deliverable 5 – Final Functional and Technical Requirements

2.4 Meet with the County's purchasing agent. Our team will meet with the County's purchasing agent and/or other procurement representatives to review and confirm the approach to planning for and developing the resulting RFP Document. We will leverage our understanding of the County's procurement program and processes, policies, and templates gained through our work on the County's ERP system selection project. Our team recognizes that each RFP process and software planning project is unique, and the County can expect our team to speak directly to the unique considerations that come along with a large initiative such as the County's.

2.5 Develop an RFP Package. We will develop a draft RFP Package using a proven format that incorporates information pertaining to the project's history, a high-level description of the County's current asset management environment, the desired approach to implementing a new solution, the County's final functional and technical requirements, and a structured list of points for vendors to address in their responses. Our project team will also work with the County to develop objective evaluation criteria to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed. Upon completion, we will coordinate a work session with the County's project team to review the draft RFP Package and collect any feedback or additional terms for inclusion before updating to final. We will provide the final RFP to the County's procurement team for distribution through standard channels. For added guidance in distribution, we will provide a list that includes most of the major vendors in the market.

2.6 Assist with vendor inquiries. Our project team will also assist the County's project team in responding to vendor questions in response to the RFP Document and developing corresponding answers and addenda as needed. We will help to facilitate pre-proposal meetings with vendors as necessary.

Deliverable 6 – RFP Package

Phase 3. System Selection

3.1 Perform an initial completeness review of vendor proposals. We will begin the proposal review process by conducting an initial review of proposals and identifying any items that require immediate clarification.

3.2 Analyze vendor proposals received and develop a Proposal Summary Memo. We will compile proposal responses into a single Proposal Summary Memo. The memo will include a summary of each proposal received and provide a level-of-fit analysis, including a quantitative analysis of each vendor's ability to meet the County's Functional and Technical Requirements. We plan to review up to eight vendor proposals.

Phase 3. System Selection

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

Deliverable 7 – Proposal Summary Memo and Vendor Short List Identification

3.4 Prepare for vendor demonstrations. We will meet with the County's project team virtually to discuss the format of vendor demonstration scripts. We will then develop a draft demonstration script template and provide it to the County's project team for review. After finalizing an approved version, we will provide the appropriate scripts to each vendor in advance of their demonstrations.

3.5 Facilitate vendor demonstrations. One of our project team members will facilitate the in-person demonstrations. We plan to invite up to three vendors, allocating 1.5 days to each vendor. Our project team's extensive background in the demonstration process will provide the County's project team with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations.

3.6 Facilitate round two scoring. Immediately following the final demonstration, we will participate in the second round of vendor scoring to identify the vendor or vendors on whom the County's project team should perform its reference checks.

3.7 Prepare the County for reference checks and site visits. We will assist the County's project team with identifying tasks that should be accomplished prior to meeting at each site visit. We will also coordinate with the County's project team to discuss the suggested approach for the reference checks.

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

Deliverable 8 – Preferred Vendor Identification

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

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

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

Phase 3. System Selection

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

In recognition of the many variables not yet known related to the contract approval and negotiation timeline and work effort, we plan to commit up to 40 hours, billed as incurred.

Deliverable 9 – Contract Negotiation Assistance

Fees

Table 2 presents a breakdown of our proposed fees by project phase and deliverable. Our proposed fee reflects the level of effort we believe is required to complete the requested scope. Other factors that contributed to this fee include:

- Our staffing plan and resource allocation, which provides the County with the appropriate number of resources and a level of expertise to complete the tasks defined in the scope of work
- Our plan for a hybrid project delivery
- Our experience conducting projects of similar scope and size
- Our proposed team's experience working together on similar projects

Our fee proposal assumes that satisfying a deliverable is based on the County's signed acceptance. We will work with the County's project manager to update our deliverables as required until they are accepted by the County. The County will not incur any additional costs associated with the process of reaching deliverable acceptance.

Table 2: BerryDunn's Proposed Fees by Phase and Deliverable

Phase and Deliverable	Fee
Project Initiation and Management	\$14,795
Phase 1. Current State Discovery	\$36,905
Phase 2. RFP Development	\$21,910
Phase 3. System Selection	\$39,850
Total	\$113,460
Optional Tasks	
Task 2.1 Vendor outreach information sessions	\$3,680
*Estimated Travel Expenses	\$7,500

* Travel expenses will be billed only as incurred.

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

Table 3. Project Roles and Allocations

Project Role	Estimated Hours	Proposed Rate	TIPS Rate
Project Principal	38	\$475	\$485
Project Manager	115	\$280	\$286
Lead Business Analyst	134	\$250	\$252
Business Analyst	159	\$210	\$213

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

In Closing

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

Sincerely,



Kevin Price, MPP, PMP®, Prosci® CCP | Principal

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