

**PROFESSIONAL CONSULTING
SERVICES AGREEMENT
WITH
BERRY, DUNN, MCNEIL & PARKER, LLC**
ERP Implementation Assistance with Project Management

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

**I.
PROFESSIONAL CONSULTING SERVICES**

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

**II.
TERM AND TERMINATION**

- A.** This Contract shall begin October 1, 2025 and shall continue through September 30, 2027 when signed by all parties. Consultant shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Services will not be completed on or before the Project Completion Date and in full accordance with the terms of the SOW. Upon successful completion of the services as described in the SOW, this Agreement shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.
- B.** Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.
- C.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement.

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

III. PAYMENT, TAXES & EXPENSES

- A. Payment Terms. County will pay Consultant a flat fixed fee for the Services, as set forth in the attached SOW. The not-to-exceed amount for the life of this contract shall be Four Hundred Ninety-Nine Thousand Eight Hundred Dollars (\$499,800.00).

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

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

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

IV. OWNERSHIP AND LICENSE

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

V. CONFIDENTIAL INFORMATION

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

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

VI. RELATIONSHIP BETWEEN THE PARTIES

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

VII. WARRANTY

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

VIII. INDEMNIFICATION

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

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

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

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

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

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

IX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X.
CHANGE REQUESTS

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

All Change Requests shall be subject to the following terms:

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

XI.
DISPUTE RESOLUTION; MEDIATION

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

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

XII. GENERAL

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

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

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

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

By: 

Name: Seth Hedstrom

Title: Principal

Date: October 7, 2025

WILLIAMSON COUNTY, TEXAS (County)

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court


Date: _____, 20_____

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 09 2025 Time: 3:13 pm

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Oct 09 2025 Time: 10:47 am

EXHIBIT "A"

September 5, 2025



On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn, we, our), we are pleased to submit this letter to Williamson County (the County) as it plans to implement a new enterprise resource planning (ERP) solution. We consider it a privilege to continue serving the County and would welcome the opportunity to expand our relationship by way of this initiative.

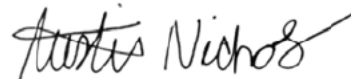
Below and on the following pages, we provide our experience with similar projects and our proven yet flexible approach to providing the County's desired services, and we outline the fees associated with a project of this nature. We would be happy to discuss the contents of this proposal or provide additional information to the County upon request.

We value the County's openness and flexibility to discussing our proposed services. No matter how many clients we assist, we take care to help ensure the experience is tailored to the nuanced needs and resources of our clients. We welcome the opportunity to continue our relationship with the County by providing the services requested. Should you have any questions, or if you would like to discuss this letter, please feel free to contact us directly.

Sincerely,



Seth Hedstrom, Project Principal
Berry, Dunn, McNeil & Parker, LLC
Local Government Practice Group




Austin Nichols, Manager
Berry, Dunn, McNeil & Parker, LLC
Local Government Practice Group



Relevant Experience

Our Commitment to the State

With BerryDunn, the County will be served by a firm and project team members who have demonstrated their commitment to the State of Texas (the State). In the past 10 years, BerryDunn has completed more than 100 projects for 60 cities, counties, state agencies, and universities, including those listed below. We also take pride in our local presence, as we have more than 30 employees who reside in the State and many who have worked in State's local government landscape.











- 
- City of Allen
 - City of Amarillo
 - City of Arlington
 - City of Austin
 - City of Benbrook
 - City of Burleson
 - City of Carrollton
 - City of Cedar Hill
 - City of Cedar Park
 - City of College Station
 - City of Coppell
 - City of Dallas
 - City of Denton
 - City of DeSoto
 - City of Duncanville
 - City of Ennis
 - City of Farmers Branch
 - City of Fate
 - City of Fort Worth
 - City of Frisco
 - City of Galveston
 - City of Garland
 - City of Georgetown
 - City of Grand Prairie
 - City of Irving
 - City of Katy
 - City of Leander
 - City of Mansfield
 - City of Mesquite
 - City of Midland
 - City of New Braunfels
 - City of Pearland
 - City of Pflugerville
 - City of Plano
 - City of Port Arthur
 - City of Richardson
 - City of Rowlett
 - City of Sugar Land
 - City of San Antonio
 - City of Taylor
 - City of University Park
 - City of Weatherford
 - City of West University Place
 - City of Wichita Falls
 - Denton County Transit Authority
 - Ellis County
 - Galveston County
 - North Texas Emergency Communications Center
 - Round Rock ISD
 - Tarrant County College District
 - Texarkana Water Utilities
 - Texas A&M University
 - Travis County
 - University of North Texas Health Science Center at Fort Worth
 - **Williamson County**

ERP Familiarity

BerryDunn has extensive experience assisting clients in every stage of the enterprise system planning, selection, and implementation life cycle; experience and familiarity with most systems and their associated modules in the marketplace; and lack of affiliation with any specific vendor. Our experience assessing a wide variety of vendors means that we understand the capabilities and limitations of today's systems. Enterprise systems that we have reviewed as part of system planning engagements and those that clients have selected for implementation are included in Figure 1 below. The County will be pleased to notice that we have experience with all in-scope modules, also described in Figure 1, thereby helping ensure a thorough and insightful process.

Figure 1: Enterprise System Vendors



<p> Financial Management</p> <ul style="list-style-type: none"> Accounting, Finance, General Ledger Accounts Payable Accounts Receivable Budgeting Check Reconciliation Grant Management Payroll Procurement, Purchasing Project Accounting Treasury Management 	<p> Human Capital Management</p> <ul style="list-style-type: none"> Applicant Tracking Benefits Certificates and Training Employee Timecard Human Resources Learning Management Payroll Performance Management Personnel Recruiting Time Entry, Scheduling 	<p> Tax, Billing, Collections</p> <ul style="list-style-type: none"> Cash Receipts Credit Card Functionality Debt Service Management Miscellaneous Billing Payment Card Processing Point of Sale Revenue Collections Tax Billing and Collections 	<p> Permitting and Land Use</p> <ul style="list-style-type: none"> Building Permits and Licenses Code Enforcement Computer Assisted Mass Appraisal Electronic Plan Review GIS Inspections Land Management Permitting Planning and Zoning 	<p> Public Safety</p> <ul style="list-style-type: none"> Computer-Aided Dispatch Fire Records Management Records Management
<p> Enterprise Asset Management</p> <ul style="list-style-type: none"> Facilities Management Fixed/Capital Asset Management Fleet Management Inventory Management Work Orders 	<p> Utility Billing</p> <ul style="list-style-type: none"> Customer Information Management Service Order Management Utility Management and Billing 	<p> Customer Relationship Management</p> <ul style="list-style-type: none"> Customer-Facing Web Interface Customer Information Management Request for Service 	<p> Justice</p> <ul style="list-style-type: none"> Municipal Court Jail Management Probation Management Prosecution Management 	<p> Other</p> <ul style="list-style-type: none"> Business Intelligence Clerk/Recorder's Contract Management Document Management Electronic Health Records Occupational Licensing Special Assessments

Implementation Assistance

BerryDunn has conducted more than 200 systems-related projects, and we have been involved in all stages of the system life cycle. This involvement includes requirements and request for proposal (RFP) development, vendor and/or system integrator selection, the contract negotiations and approval process, and implementation support activities. In Table 1, below, we list those systems consulting clients for whom we provided comparable implementation services—whether in a project management, oversight, quality assurance, or independent verification and validation (IV&V) capacity. We have served a wide variety of organizations on similar engagements, as seen below.

Table 1: Local Government Implementation Support Experience

Adams County, CO	City of Farmers Branch, TX	City of Redding, CA	Louisville Jefferson County Metropolitan Government, KY
Carver County, MN	City of Fountain Valley, CA	City of Richland, WA	Metro Nashville Davidson County, TN
Chicago Metropolitan Agency for Planning, IL	City of Frisco, TX	City of San Leonardo, CA	Minnehaha County, SD
City of Alameda, CA	City of Gahanna, OH	City of Santa Fe, NM	Mobile County Health Department, AL
City of Allen, TX	City of Glendale, AZ	City of Shoreline, WA	Monroe County, FL
City of Amarillo, TX	City of Grand Prairie, TX	City of Simi Valley, CA	Montgomery County, PA
City of Aurora, CO	City of Grants Pass, OR	City of Sioux Falls, SD	Outagamie County, WI
City of Avondale, AZ	City of Helena, MT	City of Snoqualmie, WA	Peoria County, IL
City of Beaverton, OR	City of Independence, MO	City of South Jordan, UT	Person County, NC
City of Bismarck, ND	City of Irvine, CA	City of Spokane Valley, WA	Pitkin County, CO
City of Bloomington, MN	City of Irving, TX	City of Sugar Land, TX	Saginaw County, MI
City of Boca Raton, FL	City of Kirkwood, MO	City of Surprise, AZ	Scott County, IA
City of Boulder, CO	City of Lawrence, KS	City of Tampa, FL	Sussex County, DE
City of Broken Arrow, OK	City of Long Beach, CA	City of Tucson, AZ	Syracuse City School District, NY
City of Burlington, VT	City of Manassas, VA	City of Waynesboro, VA	Town of Greenwich, CT
City of Carrollton, TX	City of Mercer Island, WA	City of Weatherford, TX	Tri-County Health Department, CO
City of Chaska, MN	City of Mesquite, TX	City of Wilmington, NC	Village of Oak Park, IL
City of Cleveland, OH	City of Midland, TX	City of Worcester, MA	Washington County, MN
City of College Station, TX	City of Milpitas, CA	Clark County, WA	Washtenaw County, MI
City of Coral Springs, FL	City of Minot, ND	Coachella Valley Association of Governments, CA	Waukesha County, WI
City of Corona, CA	City of Ormond Beach, FL	Coachella Valley Water District, CA	Yamhill County, OR
City of Duncanville, TX	City of Oxnard, CA	Coconino County, AZ	
City of Detroit, MI	City of Pearland, TX	Goochland County, VA	
City of Dover, DE	City of Philadelphia, PA	Guilford County, NC	
City of Edina, MN	City of Prior Lake, MN	Hamilton County, IN	
City of Fargo, ND	City of Puyallup, WA		
	City of Rapid City, SD		

Proposed Work Plan

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

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

- A methodology based on our extensive experience conducting similar projects
- A focus on supporting the County's implementation at the desired level of involvement with significant resource commitments from our team, as appropriate
- Quality assurance processes that incorporate the County's review and approval of all deliverables and key milestones
- Built-in project management and change management best practices—focused on keeping the project on time, on budget, and progressing at a healthy pace
- Thorough business process improvement activities
- A focus on taking full advantage of the newest technology and harnessing efficiencies by reviewing business practices or implementing technology to enhance existing business processes performed by individual departments and those performed across the County

A digital transformation project of this magnitude will require significant resources from County staff. It will be important for County and key project stakeholder groups to dedicate sufficient resources throughout the duration of the project to help ensure completion of project objectives in a timely manner. We understand that individuals contributing to the initiative have other daily responsibilities that are a priority. As part of our planning activities, we will partner with the County's project team to determine the right staff to involve in each phase of this project based on factors such as subject matter expertise and availability. During project planning, we will also develop a high-level estimate of staffing and resource needs for subsequent project activities and define the roles and time commitments required of each resource. This will allow impacted staff and their managers to adequately plan and prepare for their involvement, while helping to ensure that there is no gap in performance of their daily work.

Implementation Project Management Assistance

With this level of service, our project team will be active in the daily project activities, working alongside the County's project management team (PMT). In this role, we will identify project risks and issues, monitor project activities, provide recommendations to mitigate risks, and lead the coordination of vendor activities. We are happy to customize our approach to providing implementation assistance for the County at the appropriate time to help ensure we provide its desired level of support.

1. Develop Project Charter. We will draft a Project Charter that encompasses the full scope of County's implementation. This governance document will include a change management plan, stakeholder register, communication plan, risk and issues register, and status report templates. We will provide the Project Charter in draft version to County and facilitate a remote session with County's PMT to discuss the documents and collect feedback. We will then update the documents and submit them to County in final form.

Implementation Project Management Assistance			
<p>▲ D1. Project Charter</p> <p>2. Review vendor implementation plans. We will provide an in-depth review of the vendor's implementation plans, including at a minimum the Project Plan. We will discuss our recommended changes and considerations with County's project team before communicating requested changes to the vendor. The goal is to collaboratively discuss preferred changes based upon County's, vendor's, and BerryDunn's collective experience and perspective for the most advantageous end products.</p>			
<p>▲ D2. Project Plan Review</p> <p>3. Develop Project Management Documents. Following the review of the vendor's plans, we will develop any necessary supplemental materials we believe to be critical to County's implementation. These may include further definition of stakeholders, risk management, project documentation, and other items. The content areas will be determined by what is included in the vendor's plans with the goal of removing any redundancy that might cause confusion to project stakeholders. This documentation will be reviewed and confirmed with County's project team before being put into use.</p>			
<p>▲ D3. Project Management Documents</p> <p>4. Conduct implementation activities. One of the keys to project success is enabling County's teams to take on appropriate roles and responsibilities and to make informed decisions for both implementation and long-term operational success and ownership of the software. Our project management approach is designed with this in mind. We will provide specialized expertise throughout the project.</p> <p>Throughout the implementation, we will bring our prior implementation and local government experience to provide a forward-looking perspective, reduce risk, and promote the achievement of the goals and objectives for the project. We anticipate being involved in the following key project management activities of the implementation, as shown on the following pages. Each of the following implementation activities are summarized into amounts included in Table 1 below.</p>			
			Project Management
No	Key Implementation Activity	Lead	Assist
1	Reviewing the Project Plan and Schedule in conjunction with other PMT members	✓	
2	Managing the project scope, deliverables, and timeline with assistance from other PMT members	✓	
3	Helping to ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track	✓	
4	Coordinating project tasks with assistance from other PMT members	✓	
5	Functioning as the main point of contact for the vendor's project manager, participating in daily project activities (when applicable), and tracking project tasks	✓	
6	Facilitating an implementation kickoff meeting	✓	

		Project Management	
No	Key Implementation Activity	Lead	Assist
7	Holding monthly meetings with County's Executive Steering Committee to update project status and budget status, and to research a verdict on any escalated process decisions that need to be made	✓	
8	Reviewing the project budget, including change orders, and the vendors' contract compliance inclusive of the SOW.	✓	
9	Facilitating County staff's development of workflow processes for each department in alignment with the preferred vendor. This could include developing as-is and to-be process maps to be reviewed by County staff.		✓
10	Facilitating the data conversion process with the vendor and County staff		✓
11	Facilitating the development of software interfaces/integrations with the vendor and County staff		✓
12	Working with the vendor and County staff and helping to ensure vendor accountability by: <ul style="list-style-type: none"> • Identifying any opportunities to improve the County's processes and polices in alignment with products and services delivered to the County by the preferred vendor. • Facilitating the gathering and sharing of any technical information requested by the vendor 	✓	
13	Providing risk management, including the following: <ul style="list-style-type: none"> • Identifying project risks • Developing mitigation strategies • Communicating project risks to County and vendor staff • Assigning key activities to mitigate or resolve project risks 	✓	
14	Providing weekly tracking of the following: <ul style="list-style-type: none"> • Reporting of project risks and issues • Recently completed tasks and upcoming project activities 	✓	
15	Providing change management oversight, including the development and maintenance of a Change Management Plan that may include the following: <ul style="list-style-type: none"> • Target State Definition • Weekly Change Management Team Meetings • Development of Change Management Artifacts for County Review and Distribution 		✓

		Project Management	
No	Key Implementation Activity	Lead	Assist
	<ul style="list-style-type: none"> Change Structure and Governance Approach Change Impact Assessment Stakeholder (or User) Analysis Communication Plan 		
16	Managing the user acceptance testing (UAT) process, including: <ul style="list-style-type: none"> Reviewing the vendor's test plan and any applicable test scripts Providing assessment of testing activities Providing recommendations for modifications to the testing plan to increase the likelihood of success Directing County staff in the development of tailored test scripts Managing logistics related to scheduling UAT activities Providing analysis of test results Overseeing regression testing and required configuration changes 		✓
17	Facilitating oversight of vendor training activities, including: <ul style="list-style-type: none"> Reviewing the vendor's training plan and training materials Overseeing vendor training activities Providing recommendations for modifications to the training delivery Providing feedback on the vendor's training documentation 		✓
18	Performing a go-live readiness assessment by phase	✓	
19	Providing go-live support, including managing the County's responsibilities related to the cutover plan and supporting triaging open items within the established decision-making framework	✓	
20	Support post-production cutover stabilization to promote resolution of open items, system adoption, and reinforcement of new business processes		✓

Proposed Fees

Below in Table 2, we present the estimated fees associated with our work plan as it relates to providing implementation project management services. We are proposing a blended hourly rate of \$260 valid through January 31, 2027.

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. Our proposed blended hourly rate is within the ceiling rates within the TIPS agreement.

Table 2: Implementation Project Management Estimates

Implementation Project Management Fees		
	Total Hours	Total Cost
Services	1,830	\$475,800
Estimated Travel Expenses		\$24,000
Grand Total		\$499,800

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 2: Implementation Project Management Estimates

Project Role	Estimated Hours	TIPS Rate	Proposed Rate
Project Principal	183	\$485	\$260
Project Manager	1,281	\$286	
Business Analyst	366	\$213	

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