

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH ALLIANCE FOR INNOVATION, INC., AND A SERVICE AGREEMENT WITH ALLIANCE FOR INNOVATION, INC. AND CIVIC MARKETPLACE, INC, UNDER THE TEXAS GOVERNMENT CODE, SECTION 791.001, TO AUTHORIZE SHARING CITY OF DENTON COOPERATIVE CONTRACTS FOR THE PURCHASE OF VARIOUS GOODS AND SERVICES; AND DECLARING AN EFFECTIVE DATE (FILE 8948 – AWARD AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH ALLIANCE FOR INNOVATION, INC. AND A SERVICE AGREEMENT WITH ALLIANCE FOR INNOVATION, INC. AND CIVIL MARKETPLACE, INC).

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to execute the Interlocal Cooperative Purchasing Agreement with Alliance for Innovation, Inc., and the Service Agreement with Alliance for Innovation, Inc. and Civic Marketplace, Inc under Section 791.001 of the Texas Government Code, a copy of which is attached hereto and incorporated by reference herein (the “Agreement”).

SECTION 2. The City Manager, or their designee, is authorized to expend funds pursuant to the Agreement for the purchase of various goods and services.

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

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

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

Jill Jester, At Large Place 6:

PASSED AND APPROVED this the _____ day of _____, 2025.

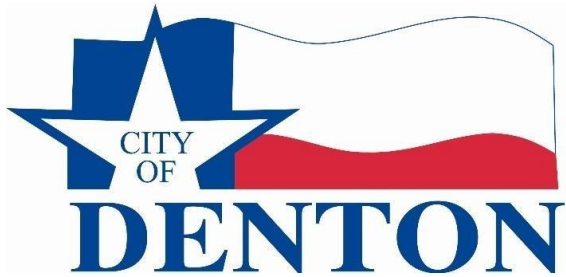
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



Docusign City Council Transmittal Coversheet

FILE	8948
File Name	Alliance for Innovation Purchasing Cooperative
Purchasing Contact	Lori Hewell
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

ALLIANCE FOR INNOVATION PURCHASING COOPERATIVE
MASTER COOPERATIVE PURCHASING AGREEMENT

This **MASTER COOPERATIVE PURCHASING AGREEMENT** is hereby established this _____ day of _____, 20____, and administered by the **ALLIANCE FOR INNOVATION** (hereinafter called the “**ALLIANCE**”) a non-profit association of local governments, together with an accompanying **PARTICIPATING ADDENDUM** (collectively called the “**AGREEMENT**”) executed by their duly authorized representative, between those **LOCAL GOVERNMENTS** (“**MEMBERS**”) listed herein, for the purpose of participating in cooperative procurement opportunities and is to be known hereinafter as the “**ALLIANCE FOR INNOVATION PURCHASING COOPERATIVE**” (hereinafter called the “**PURCHASING COOPERATIVE**”).

RECITALS

WHEREAS, voluntary purchasing cooperatives between and among local government entities in the State of Texas have been shown to improve competition, quality, and services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, authorizes local governments to contract, to the greatest possible extent, with one another and agencies of the state; and

WHEREAS, Chapter 271 of the Texas Local Government Code, permits local governments to form purchasing cooperatives, engage in cooperative purchasing for the benefit of all parties; and

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary goods and services; and

WHEREAS, cooperative purchasing results when a lead government establishes cooperative contracts, through required competition or as otherwise legally allowed, and makes these contracts available for use by participating governments that have entered into a cooperative agreement with the lead local government; and

WHEREAS, each participating government is independently responsible for executing its own contract based on the lead local government’s cooperative contract; issuing, receiving, inspecting, and accepting its own orders; resolving its own contractual disputes, and making its own timely payment for invoiced amounts; and

WHEREAS, the goods and services purchased under this Agreement will serve a government function as defined by Texas Government Code Section 791.003(3); and

WHEREAS, this Agreement will serve these ends;

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TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the “Members” agree as follows:

1. Purpose:

The purpose of the Agreement is to streamline and simplify compliance with Texas Local Government Code, Ch. 791, by establishing a collective or master cooperative purchasing agreement, under Texas Government Code Ch. 271, in which parties, “Members,” may leverage the combined purchasing power to obtain goods and services at competitive prices, under Texas Local Government Code § 271.102, and authorize and access one another’s cooperative contracts, without needing to execute and maintain multiple interlocal agreements with each “Member” individually.

2. Name.

This “Purchasing Cooperative” shall be known as the Alliance For Innovation Purchasing Cooperative.

3. Administrator.

This “Purchasing Cooperative” shall be administered by the Alliance For Innovation Board, a nonprofit association of local governments, its Chairman, the Purchasing Officer, or duly authorized delegate.

- A. The “Purchasing Cooperative” agrees to leverage the combined purchasing power of “Member” agencies for the procurement of various goods and services commonly utilized by all participants, where available and applicable. Under such program, the “Purchasing Cooperative” or the “Members” of the “Purchasing Cooperative” may purchase goods and services from vendors, under present and future contracts, and enter into individual contracts with vendors as provided for under this Agreement.
- B. Vendors that have been selected, awarded, and contracted through a competitive solicitation process, such as a Request for Proposals (RFP) or other formal procurement method, are available to provide their products or services to “Members” of the “Purchasing Cooperative.”

4. Members.

- A. In accordance with Texas Local Government Code, Ch. 271.102, Local Governments may participate in this “Purchasing Cooperative” without any joining fees to the Agency. “Members” agree that other Local Governments may, at their discretion, join this Agreement and become “Members” of this “Purchasing Cooperative.”
- B. The list of current “Members” of this Agreement is included herein and shall be periodically updated by the Administrator. See Appendix A.
- C. To join this “Purchasing Cooperative,” Local Governments must complete and authorize a Participating Addendum, the same or substantially similar to the Form included herein, and submit it to the Administrator. See Appendix B.

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- D. Each “Member” represents and warrants that its governing body has duly authorized its participation, has designated the “Purchasing Cooperative” to act on its behalf in all matters relating to the program, including the purchase of items from the vendor under any contract, in compliance with all state and local laws and policies pertaining to purchasing goods and services.

5. Effective Date of Memberships.

The Agreement shall take effect upon the execution of the Participating Addendum by both parties.

6. Lead Cooperative Contracts.

- A. As requested, “Members” shall provide information and access to those contracts in which they have included cooperative language, and thereby making these lead cooperative contracts available for use by other “Members.”
- B. “Members” making their lead cooperative contracts available to other “Members,” shall have no obligation or liability for any participating cooperative contracts established by other “Members.”
- C. Administrative Fee Revenue: Administrative Fee Revenue percentages by contract will be determined between the “ALLIANCE” and the “Member” when Lead Cooperative Contracts become available. “Administrative Fee Revenue” is defined as gross revenue received from sales on awarded contracts agreed to as disclosed in each bid conducted by a member agency. These fees may be used to administer the “ALLIANCE’s” responsibilities under this agreement for the benefit of its “Members,” including technology and services required to support the program. This fee will be invoiced to the awarded vendor by the “ALLIANCE.”
- D. Per-Purchase Rebate Fee: The “Purchasing Cooperative” and the “Member” may agree to implement a Per-Purchase Rebate Fee for Lead Cooperative Contracts submitted for use. A Per-Purchase Rebate Fee of the total purchase price may be rebated back for each purchase made through the “Purchasing Cooperative.” The “Member” shall only receive remuneration for individually bid and initiated contracts only. The per-purchase fee shall be invoiced at the time of the transaction and payable within 30 days of the invoice date.

7. Participating Cooperative Contracts.

- A. “Members” shall be solely responsible for the legal compliance, administration, interpretation, ordering, payments, liabilities, enforcement, and remediation of their participating cooperative contracts.
- B. Each “Member” shall pay for the performance of their cooperative contracts from current revenues available to the “Member.”
- C. “Members” shall not create participating cooperative contracts to procure professional services as defined by Texas Government Code Ch. 791.011 (h) and (j).

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8. Fees.

The Vendor shall pay a Fee Percentage for the total lifetime contract value of any award received, or contract entered into, between a “Member” and the Vendor as a result of participating, and for the avoidance of doubt, shall apply to all renewals or modification to contracts and awards.

9. Term and Termination.

- A. This Agreement shall remain in effect until participation has been terminated by all but two of the parties.
- B. Upon providing 60 days' notice to the Administrator, “Members” may terminate their participation in this Agreement and with it their membership at any time.
- C. Upon providing 60 days' notice to the “Member,” the Administrator may terminate a “Member’s” participation in this Agreement for any material violations of this Agreement.

10. Amendment by Notice.

The Administrator may amend this Agreement, in accordance with statutorily adopted procedures, provided that prior written notice is sent to the “Members” at least 90 days prior to the effective date of any change described in such amendment, and that Member has to acknowledge receipt. If the Member does not acknowledge receipt, the amendment is not effective until that acknowledgment, provided that the “Member” does not terminate its participation in the “Purchasing Cooperative” before the expiration of the 90 days.

11. Jurisdiction/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Tarrant County, Texas.

12. Limitation of Liability.

- A. By entering this Agreement, “Members” do not waive their governmental or sovereign immunity from liability afforded under law.
- B. In regard to any lawsuit or formal adjudication arising out of this Agreement, “Members” shall not be liable to the other “Members” for any special, incidental, consequential, or exemplary damages.

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13. Notice.

Any written notice to the “Purchasing Cooperative” shall be addressed to the following:

Alliance For Innovation
ATTN: Executive Director
PO Box 1662
Keller, TX 76244

claypearson@transformgov.org

14. Entire Agreement.

This is the complete and entire Agreement, including Appendix A - B, between the “Members” with respect to the matters herein and supersedes all prior agreements and negotiations, if any.

ALLIANCE FOR INNOVATION PURCHASING COOPERATIVE
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APPENDIX – B

With this **PARTICIPATING ADDENDUM**, as of the effective date and as executed by their duly authorized representative, the **LOCAL GOVERNMENT** identified below hereby indicates itself as a party to the Agreement and a Member of the **ALLIANCE FOR INNOVATION PURCHASING COOPERATIVE**.

LOCAL GOVERNMENT

EFFECTIVE DATE

(Local Government)

(Date)

APPROVED AS TO LEGAL FORM:

ATTEST:

MACK REINWAND, CITY ATTORNEY

REX INGRED, INTERIM CITY SECRETARY

DocuSigned by:

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AUTHORIZED REPRESENTATIVE AND/OR DESIGNEE



(Signature)

P.O. Box 1642 Keller, TX 7624

(Address)

Clay Pearson

(Name)

claypearson@transformgov.org

(E-mail)

Interim Executive Director

(Title)

7138168639

(Phone)

(Signature) Department Director, if applicable

(Name)

(E-mail)

(Title)

(Phone)

Certificate Of Completion

Envelope Id: 84AD9DF7-F65D-4725-8D59-2C782D1B419B

Subject: Please DocuSign: City Council Contract 8948 Interlocal

Source Envelope:

Document Pages: 8

Signatures: 1

Certificate Pages: 2

Initials: 1

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Sent

Envelope Originator:

Lori Hewell

901B Texas Street

Denton, TX 76209

lori.hewell@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

10/24/2025 8:21:55 AM

Holder: Lori Hewell

lori.hewell@cityofdenton.com

Location: DocuSign

Signer Events

Lori Hewell

lori.hewell@cityofdenton.com

Purchasing Manager

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signature

Completed

Using IP Address: 198.49.140.104

Timestamp

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Signed: 10/24/2025 8:32:08 AM

Lori Hewell

lori.hewell@cityofdenton.com

Purchasing Manager

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.104

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Viewed: 10/24/2025 8:32:34 AM

Signed: 10/24/2025 8:32:39 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn

marcella.lunn@cityofdenton.com

Senior Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

Signature Adoption: Pre-selected Style

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Viewed: 10/24/2025 9:06:11 AM

Signed: 10/24/2025 9:07:10 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cheyenne Defee

cheyenne.defee@cityofdenton.com

Procurement Administration Supervisor

City of Denton

Security Level: Email, Account Authentication
(None)

Sent: 10/24/2025 9:07:13 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

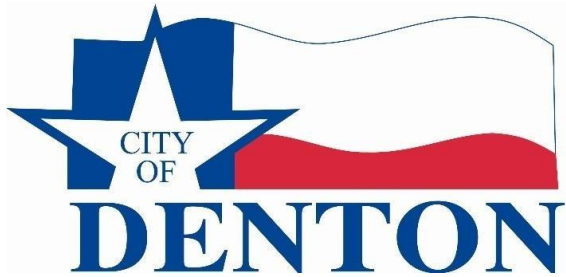
Sara Hensley

sara.hensley@cityofdenton.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Ingrid rex ingrid.rex@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/24/2025 8:32:10 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/24/2025 9:07:12 AM
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City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps



Docusign City Council Transmittal Coversheet

FILE	8948
File Name	Civic Marketplace Service Agreement
Purchasing Contact	Lori Hewell
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**CITY OF DENTON, ALLIANCE FOR INNOVATION,
AND CIVIC MARKETPLACE
SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is entered into by and between the **City of Denton**, a home-rule municipal corporation of the State of Texas (hereinafter called “City”), the **Alliance For Innovation**, a nonprofit association and purchasing cooperative for local governments (hereinafter the “ALLIANCE”), and **Civic Marketplace, Inc.** (hereinafter called the “Marketplace”), a Delaware Corporation and digital procurement platform.

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, authorizes local governments to contract, to the greatest possible extent, with one another and agencies of the state; and

WHEREAS, the “City” has elected to join the ALLIANCE, a nonprofit association of governments dedicated to fostering innovation and excellence in local governments, and its Purchasing Cooperative as permitted under Texas Local Government Code §271.102, to assist large and small communities with their procurement efforts without needing to execute multiple interlocal agreements with each entity individually; and

WHEREAS, the ALLIANCE elected the “Marketplace” to administer and facilitate its Purchasing Cooperative contracts on a digital procurement platform designed to connect local governments with innovative solutions, products, and services for the benefit of the taxpayers through anticipated savings and enhanced efficiencies obtained from volume purchasing and cutting-edge resources; and

WHEREAS, the purpose of this “Agreement” is to allow the “City” and the “Marketplace” to participate in a shared purchasing program utilizing the platform and authorizing access to one another’s cooperative contracts in a centralized database with pre-vetted suppliers, and legally compliant solutions that drive community impact.

NOW, THEREFORE, in consideration of the foregoing and mutual promises, covenants, and obligations as set forth herein, the “City,” the ALLIANCE, and “Marketplace” agree as follows:

**ARTICLE I
DEFINITIONS**

1. Definitions:

- a. **ALLIANCE Associate Membership Agreement:** The agreement that enables the “City” or other participating governmental agencies to join the ALLIANCE as Associate Members, granting them access to specified benefits, including strategic foresight reports, innovation coaching, and peer-to-peer collaboration opportunities.
- b. **ALLIANCE Member:** A governmental entity or agency that has executed the necessary Agreements to join the ALLIANCE and participate in its programs,

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- including procurement initiatives, leadership training, and collaborative efforts to drive innovation in local government.
- c. **Associate Membership in ALLIANCE:** A free membership status granted to the “City” or participating governmental agencies upon execution of the ALLIANCE Associate Membership Agreement, providing access to selected benefits such as discounted training programs, leadership development opportunities, and participation in its initiatives.
 - d. **ALLIANCE Purchasing Program:** A procurement initiative powered by the “Marketplace” that allows ALLIANCE members to purchase goods and services from multiple cooperative and agency piggyback contracts, facilitating better pricing, improved terms, and streamlined purchasing processes.
 - e. “Parties” and “Party” mean all, and each, the “City,” the ALLIANCE, and the “Marketplace.”
 - f. “Platform” means the technology platform provided by the “Marketplace” that facilitates access to procurement contracts solicited and awarded by other governmental entities and ensures compliance with applicable procurement laws.
 - g. “Administrative Fee Revenue” is defined as the payment owed by the Supplier to the “Marketplace” and calculated from the total purchase amount received, excluding any taxes, refunds, and returns.
 - h. “Revenue Share” is defined as distributed earnings received through the “Marketplace” amongst the shareholders and parties.
 - i. “Administrative Support” is defined as entity and supplier account management, regulated compliance strategies, training resources, and necessary needs pertaining to the procurement process.
 - j. “Net Transaction Fees” refer to the total cost incurred after deducting any agreed-upon revenue shares from participating cooperative purchasing partners, as well as any additional revenue-sharing agreements with other partners, affiliates, or entities with whom the “Alliance” has established collaborations.
 - k. “Gross Transaction Fees” are defined as the percentage-based fee, or fixed amount, associated with each completed purchase facilitated through the “Marketplace” platform, regardless of which party receives or facilitates the payment.
 - l. “Transaction Fees” represent the gross revenue generated from the transaction before any revenue splits or deductions are applied.

ARTICLE II
MEMBER ENTITY RESPONSIBILITIES

2. The “City” agrees to:
 - a. Join the ALLIANCE Purchasing Cooperative to make purchases, at the City’s discretion, according to contracts posted to the platform by passing a resolution, entering into an Intergovernmental Agreement, or executing an agreement to participate as an ALLIANCE Associate Member.
 - i. ALLIANCE Associate Member benefits include:
 1. *Current year strategic **Foresight Trend Reports** (at no cost).*
 2. *Access to monthly **Innovation Coaching Calls** (at no cost).*

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3. *Participation in Peer-to-Peer Coaching Calls (at no cost).*
 4. *Strategic Foresight Workshops at ALLIANCE membership prices.*
 5. *20% discount from the lowest published individual or team rate (5 or more) to virtually attend Government Resources - SGR's Servant Leadership Conference.*
- b. Use, at the City's discretion, the "Marketplace" platform in compliance with all federal, state, and local procurement laws to obtain various goods and services commonly utilized by members, where available and applicable, from suppliers under present and future contracts.
 - c. Allow their lead cooperative contracts, at the City's discretion, which have been conducted in full compliance and competitively solicited, to be uploaded on the "Marketplace" platform under the purchasing cooperative program and make them available to other entities as provided for under this "Agreement."
 - d. Be solely responsible for the legal compliance, administration, interpretation, ordering, payments, liabilities, enforcement, and remediation of their participating cooperative contracts.
 - e. Shall pay for the performance of their cooperative contracts from the current revenues available.
 - f. Shall not create participating cooperative contracts as prohibited by Texas Government Code Ch. 791.011 (h) and (j).

ARTICLE III
ALLIANCE RESPONSIBILITIES

3. The ALLIANCE agrees to:
 - a. Provide access to the ALLIANCE Purchasing Cooperative powered by Civic Marketplace, where members can purchase from multiple cooperative and agency piggyback contracts to achieve better pricing and more agreeable terms and conditions than can typically be negotiated when acting individually.
 - b. The ability to post their own locally bid contracts on the platform as a part of the ALLIANCE Purchasing Cooperative and generate revenue shares from the ALLIANCE. Said ability to post and receive a revenue share by individual ALLIANCE members is subject to the individual member's compliance with all Civic Marketplace terms and conditions.
 - c. The ALLIANCE will confirm that all payments are tracked and that relevant records are available for review by the "City" and participating members upon request, ensuring full transparency.
 - d. Additional future services and benefits are available to ALLIANCE members so long as they are not otherwise excluded from those new future services.

ARTICLE IV
CIVIC MARKETPLACE RESPONSIBILITIES

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4. The “Marketplace” agrees to:
 - a. Leverage the technology available on the platform to track sales/engagement by end-user clients of uploaded contracts.
 - b. Report and distribute said fees to the ALLIANCE, who will report and distribute the revenue share of those fees to the “City.”
 - c. For bids which the “City” chooses to conduct and award and are approved by the ALLIANCE and the “Marketplace.”
 - i. The “City” will award such bids and upload them to the platform for other agencies to purchase under that contract.
 - ii. The bid documents shall contain the solicitation language required by state law to allow cooperative purchasing and specify that the successful bidder will pay a **3% transaction fee** for all sales that are made by other agencies utilizing the “City” contract. This fee may be changed at any time with mutual agreement between the “City”, the ALLIANCE, and the “Marketplace.”
 - iii. The “City” will receive a percentage of the Administrative Fee Revenue received by Civic Marketplace from any buying agency at any location for contracts “owned” by the “City” by their having bid and awarded that particular contract.

ARTICLE V
FEES AND PAYMENTS

5. Revenue Share: The ALLIANCE will provide the “City” with a 25% revenue share of the top-line transaction fees collected by the “Marketplace” for transactions processed through the platform. For clarity, the Revenue Share is based on 25% of the gross Administrative Fee charged to suppliers through suppliers, rather than on net proceeds or a downstream agreement, and is pursuant to the service agreement by and between the ALLIANCE and Civic Marketplace dated as of Friday, December 20, 2024.
 - a. Administrative Fee Revenue: Administrative Fee Revenue percentages to be charged by the “Marketplace” on each contract will be determined in collaboration between the “City,” the “Marketplace,” or the ALLIANCE member, who owns a given contract and has conducted the bid for which they will be receiving a share of the Administrative Fee and agreed to in writing.
 - b. The contracted supplier agrees to pay the Administrative Fee Revenue to the “Marketplace” for each purchase made through the platform.
 - c. Administrative fees charged by the “Marketplace” will be reviewed annually by the parties hereto. Any proposed adjustments must be presented in writing no less than sixty (60) days before the review date and require mutual agreement before implementation.

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ARTICLE VI
CONFIDENTIALITY AND DATA PROTECTION

6. Confidential Information. Each Party acknowledges that the Confidential Information of the other Party, its products, services, policies, customers, personnel, and other aspects of its operation (“Confidential Information”) is proprietary and confidential and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the Term. As to the disclosing Party’s Confidential Information, the receiving Party agrees:
- a. to use the Confidential Information only in connection with the performance of the Services;
 - b. to maintain the Confidential Information as confidential and to exercise all reasonable precautions to prevent unauthorized access, use, or disclosure;
 - c. not to disclose the Confidential Information to any third party other than the receiving party’s employees and agents who have a need to know for the permitted purpose under this Agreement and who are apprised of the confidential nature of the Confidential Information and all of the restrictions in this Agreement and;
 - d. not to decompile, disassemble, or otherwise reverse engineer any Confidential Information or use any similar means to discover its underlying composition, structure, source code, or trade secrets. Each party will be responsible for any breach of the obligations in this Section by its respective employees and agents.

Notwithstanding anything in this Agreement to the contrary, a party’s Confidential Information does not include information that:

- . is, or becomes, part of the public domain through no act or omission of the receiving party;
- . was in the receiving Party’s lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party;
- . is lawfully disclosed to the Contractor by a third party without restriction on disclosure;
- . is independently developed by the receiving Party without the use of or reference to the disclosing Party’s Confidential Information; or
- . is required to be disclosed by law or judicial, arbitral, or governmental order or process, provided the receiving Party gives the disclosing Party prompt written notice of such requirement to permit the disclosing Party to seek a protective order or other appropriate relief.

Civic Marketplace expressly acknowledges and agrees that the “City” is subject to and shall adhere to the Texas Public Information Act.

CITY OF DENTON, ALLIANCE FOR INNOVATION, AND CIVIC MARKETPLACE
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ARTICLE VII
TERMS AND TERMINATION

Terms of Agreement: The term of this Agreement commences on the date of signature by authorized representatives of all parties and shall automatically renew on each anniversary date unless terminated by either party.

This Agreement may be executed separately, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Termination: Any party may terminate this Agreement by providing thirty (30) days' written notice to the other parties.

Termination shall not affect the obligations, rights, or contracts entered into by any entity or the ALLIANCE. All such obligations and rights shall remain in effect and enforceable according to their respective terms

In the event of termination, the parties agree to cooperate fully to ensure an orderly transition of ongoing activities, revenue share disbursements, and any pending deliverables.

ARTICLE VIII
GENERAL PROVISIONS

Legal Compliance: The ALLIANCE, the "City," and the "Marketplace" agree to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. This includes the requirement that all purchasing conducted under this Agreement comply with relevant competitive bidding and procurement statutes.

The ALLIANCE, the "City," and the "Marketplace" acknowledge that the parties maintain separate relationships with various cities, cooperative purchasing entities, and other cooperative organizations. This Agreement does not limit or affect the existing or future relationships with such entities. This Agreement shall not be construed as creating an exclusive arrangement between the parties regarding cooperative purchasing affiliations, nor shall any party be obligated to promote or prioritize others' cooperative relationships over their own existing affiliations.

Payment and Records: The ALLIANCE and the "Marketplace" agree to pay all revenue share payments to the "City" within thirty (30) of receipt of revenue. No payment will be due for any revenue for which the ALLIANCE has not received said revenue.

Dispute Resolution: The ALLIANCE, the "Marketplace," and the "City" will attempt to resolve any dispute that arises in connection with this Agreement through informal discussions. If the dispute cannot be resolved informally, the parties may engage in mediation before pursuing any legal remedy.

CITY OF DENTON, ALLIANCE FOR INNOVATION, AND CIVIC MARKETPLACE
SERVICE AGREEMENT

Amendments: No amendment of this Agreement will be effective unless it is in writing and signed by all parties.

Entire Agreement: This Agreement constitutes the entire agreement among the parties and supersedes any prior agreements or understandings, written or oral, relating to the subject matter of this Agreement.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Severability: If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Counterparts: If the parties sign this Agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

Effectiveness; Dates: This Agreement will become effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement. If any party signs but fails to date a signature, the date that the ALLIANCE receives that signing party's signature will be deemed to be the date that the signing party signed this Agreement.

Notice: A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed.

To the City of Denton: Lori Hewell, Purchasing Manager
 901 Texas St.
 Denton, TX 76209
 Lori.Hewell@CityofDenton.com

To the ALLIANCE: Clay Pearson, Interim Executive Director
 Alliance for Innovation
 P.O. Box 1662
 Keller, TX 76244
 claypearson@transformgov.org

To the CIVIC MARKETPLACE: Al Hleileh, CEO
 5900 Balcones Dr. #26341
 Austin, TX 78731
 Al@civicmarketplace.com

The above contact information shall be updated as necessary and shall not require an amendment to the Agreement.

CITY OF DENTON, ALLIANCE FOR INNOVATION, AND CIVIC MARKETPLACE
SERVICE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.
Signed and Agreed to this the _____ day of _____, 202__ by and between:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ALLIANCE FOR INNOVATION

Date: Oct 21 2025 10:39 CST
By: Clay Pearson
Clay Pearson, Interim Executive Director

CITY OF DENTON

Date: _____
By: _____

[NAME]
[TITLE]

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

CIVIC MARKETPLACE, INC.

Date: Oct 21 2025
By: [Signature]
Al Hleileh, CEO

Certificate Of Completion

Envelope Id: 6B3D3057-825B-455D-B62A-4BAFCC873D5D

Status: Sent

Subject: Please DocuSign: City Council Contract 8948 Service Agreement

Source Envelope:

Document Pages: 9

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 1

Lori Hewell

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

lori.hewell@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Lori Hewell

Location: DocuSign

10/24/2025 8:33:07 AM

lori.hewell@cityofdenton.com

Signer Events

Signature

Timestamp

Lori Hewell

Completed

Sent: 10/24/2025 8:48:50 AM

lori.hewell@cityofdenton.com

Viewed: 10/24/2025 8:48:58 AM

Purchasing Manager

Signed: 10/24/2025 8:49:35 AM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Sent: 10/24/2025 8:49:36 AM

lori.hewell@cityofdenton.com

Viewed: 10/24/2025 8:49:58 AM

Purchasing Manager

Signed: 10/24/2025 8:50:07 AM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

Sent: 10/24/2025 8:50:09 AM

marcella.lunn@cityofdenton.com

Viewed: 10/24/2025 9:04:07 AM

Senior Deputy City Attorney

Signed: 10/24/2025 9:05:46 AM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cheyenne Defee

Sent: 10/24/2025 9:05:48 AM

cheyenne.defee@cityofdenton.com

Procurement Administration Supervisor

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sara Hensley

sara.hensley@cityofdenton.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Ingrid Rex ingrid.rex@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/24/2025 8:49:36 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/24/2025 9:05:48 AM
		Viewed: 10/28/2025 2:42:44 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/24/2025 8:48:50 AM
Payment Events	Status	Timestamps