

ORDINANCE NO. 20-908

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH LEXIPOL, LLC, FOR THE CUSTOMIZED POLICY MANAGEMENT, UPDATE, AND TRAINING SOLUTION FOR THE POLICE DEPARTMENT, WHICH IS THE SOLE PROVIDER OF THIS SERVICE, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 252.022, WHICH PROVIDES THAT PROCUREMENT OF COMMODITIES AND SERVICES THAT ARE AVAILABLE FROM ONE SOURCE ARE EXEMPT FROM COMPETITIVE BIDDING, AND IF OVER \$50,000 SHALL BE AWARDED BY THE GOVERNING BODY; AND PROVIDING AN EFFECTIVE DATE (FILE 7279 – AWARDED TO LEXIPOL, LLC, IN THE FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$131,571).

WHEREAS, Section 252.022 of the Local Government Code provides that procurement of items that are only available from one source, including, items that are only available from one source because of patents, copyrights, secret processes or natural monopolies; films, manuscripts or books; electricity, gas, water and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and need not be submitted to competitive bids; and

WHEREAS, the City Council wishes to procure one or more of the items mentioned in the above paragraph; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following purchase of materials, equipment or supplies, as described in the “File” listed hereon, and on file in the office of the Purchasing Agent, and the license terms attached are hereby approved:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
7279	Lexipol, LLC	\$131,571

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including, items that are only available from one source because of patents, copyrights, secret processes or natural monopolies; films, manuscripts or books; electricity, gas, water and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager is hereby authorized to execute any contracts relating to the items specified in Section 1 and the expenditure of funds pursuant to said contracts is hereby authorized.

SECTION 5. 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 his designee.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by JOAN RYAN and seconded by KEELY BRIGGS, the ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Gerard Hudspeth, District 1:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Keely G. Briggs, District 2:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jesse Davis, District 3:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
John Ryan, District 4:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Deb Armintor, At Large Place 5:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Paul Meltzer, At Large Place 6:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

PASSED AND APPROVED this the 12th day of May, 2020.

Chris Watts
CHRIS WATTS, MAYOR

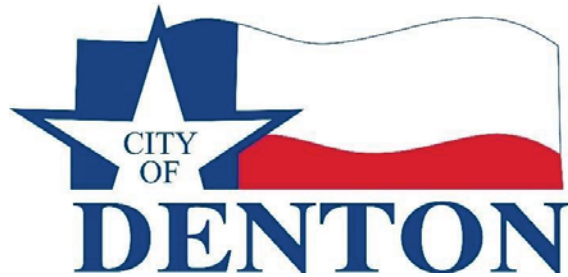
ATTEST:
ROSA RIOS, CITY SECRETARY

BY: Rosa Rios

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: Mac F Reinwand





DocuSign City Council Transmittal Coversheet

FILE	7279
File Name	PUBLIC SAFETY POLICY MANAGEMENT AND TRAINING-POLICE
Purchasing Contact	Crystal westbrook
City Council Target Date	May 12, 2020
Piggy Back Option	No
Contract Expiration	May 12, 2025
Ordinance	20-908



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: City of Denton, Texas

Agency's Address: 215 E. McKinney Street
Denton, TX 76201

Attention: Chief Frank Dixon

Lexipol's Address: 2611 Internet Blvd Ste 100
Frisco, TX 75034
Michael Renoux

Attention:

Effective Date: 05/12/2020
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions and Services Being Purchased and Related Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

DocuSigned by:
 Signature: Todd Hileman
E776C711BA0D454...
 Print Name: TODD HILEMAN

Title: CITY MANAGER

Date Signed: May 13, 2020

LEXIPOL, LLC

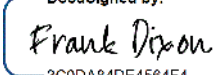
DocuSigned by:
 Signature: Van Holland
E730CB10CB894D6...
 Print Name: Van Holland

Title: Chief Financial Officer

Date Signed: 5/4/2020

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

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

<small>DocuSigned by:</small>	
	Frank Dixon
<small>3C0DA84DE4564F4...</small>	—
SIGNATURE	PRINTED NAME

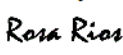
Chief of Police

TITLE

Denton Police Department

DEPARTMENT

ATTEST:
ROSA RIOS, CITY SECRETARY

<small>DocuSigned by:</small>	
BY:	
	<small>1C5CA8C5E175493...</small>

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY


<small>DocuSigned by:</small>	
BY:	
	<small>7F9D328BF0204E5...</small>

EXHIBIT A

SUBSCRIPTIONS AND SERVICES BEING PURCHASED AND RELATED FEES

Agency is purchasing the following:

PRODUCT	TERM	2020 Price	2021 Price	2022 Price	2023 Price	2024 Price
Annual Law Enforcement Subscription:						
Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 months)	Annual	\$21,068	\$21,805	\$22,569	\$23,358	\$24,176
Supplemental Publication Service (12 Months)	Annual	\$1,719	\$1,719	\$1,719	\$1,719	\$1,719
Law Enforcement Accreditation Workbench	Annual	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Law Enforcement Policy Manual - Annual Recurring Subscription		\$24,787	\$25,524	\$26,288	\$27,077	\$27,895
GRAND TOTAL ALL SERVICES		\$24,787	\$25,524	\$26,288	\$27,077	\$27,895

Pricing is based on

☒ Law Enforcement - No. of Authorized Sworn Officers 150
(insert #)

☐ Custody - No. of Beds
(insert #)

☐ Fire - No. of Authorized Staff
(insert #)

☐ Probation - No. of Authorized Parole Officers
(insert #)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Definitions. For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 Agency's Account. "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 Agreement. "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 Initial Term/Contract Year. "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 Derivative Work. "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 Effective Date. "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 Subscription Materials. "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. Term and Termination.

2.1 Term. This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect for five (5) years until the expiration of the Initial Term. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 Termination. This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date



of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached.

3.2 Taxes: Past Due Amounts. City of Denton is tax exempt. All amounts required to be paid by Agency under this Agreement are itemized in , Exhibit A. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1 %) per month, or (b) the highest rate permitted by applicable law.

4. Copyright: Derivative Works: Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use: Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. To the extent allowed by law, Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. To the extent allowed by law, without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or



Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. Account Security. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. Privacy Policy. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. Policy Adoption. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. Disclaimer of Liability. Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials, except in instances of negligence or willful misconduct on the part of Lexipol.

10. Limitation of Liability. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed its insurance policy limits under the insurance policies required under the terms of this Agreement.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is conspicuously marked "confidential" or the like, ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives

(collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorney's Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.



13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's and Agency's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

Exhibit C

Scope of Services

FOR FIRE & POLICE STANDARD OPERATING PROCEDURES AND POLICIES

PRODUCT CHARACTERISTICS AN EQUAL ITEM MUST MEET TO BE CONSIDERED:

- Must provide comprehensive, legal content to be used for Police & Fire policies & procedures.
- Must follow any applicable Federal, State or case laws that affect each Department.
- Must include content that is considered “Best Practice” for the Police & Fire industry, and compatible for each Department to use in respective Accreditation processes.
- All content must be available online and navigable through a single dedicated app as well as desktop browser.
- Must provide on demand access to content.
- Must provide a process of tracking personnel’s acknowledgment of policies and procedures, to reduce Department liability.
- Must provide comprehensive usage and the ability to generate reports.
- Must be customizable, to allow for local content to be incorporated.
- Software must be compatible for use with Fire Department’s training software (Target Solutions).

Exhibit CIQ

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity. LEXIPOL, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Michael Renoux

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐

Yes

☒

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4 ☒ I have no Conflict of Interest to disclose.

5 DocuSigned by:
Mike Renoux

4/28/2020

C220913A6A7246D... ig business with the governmental entity

Date

Certificate Of Completion

Envelope Id: 447246A901E34A738F1FE546F036297F

Status: Completed

Subject: Please DocuSign: City Council Contract 7279-Lexipol (Police Department)

Source Envelope:

Document Pages: 11

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 2

Crystal Westbrook

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

crystal.westbrook@cityofdenton.com

IP Address: 47.184.71.247

Record Tracking

Status: Original

Holder: Crystal Westbrook

Location: DocuSign

4/21/2020 6:59:08 PM

crystal.westbrook@cityofdenton.com

Signer Events

Signature

Timestamp

Crystal Westbrook

Completed

Sent: 4/21/2020 7:00:17 PM

crystal.westbrook@cityofdenton.com

Viewed: 4/21/2020 7:09:44 PM

Buyer

Signed: 4/21/2020 7:13:51 PM

City of Denton

Using IP Address: 47.184.71.247

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell



Sent: 4/21/2020 7:13:53 PM

lori.hewell@cityofdenton.com

Viewed: 4/21/2020 8:01:56 PM

Purchasing Manager

Signed: 4/21/2020 8:02:19 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

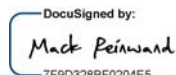
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Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mack Reinwand



Sent: 4/21/2020 8:02:22 PM

mack.reinwand@cityofdenton.com

Viewed: 4/24/2020 5:38:32 PM

City of Denton

Signed: 4/24/2020 5:39:01 PM

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mike Renoux



Sent: 4/24/2020 5:39:05 PM

mrenoux@lexipol.com

Viewed: 4/28/2020 1:27:43 PM

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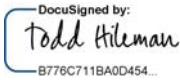

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 4/21/2020 6:59:26 PM

ID: 5b066ba8-d815-4628-9906-55d4874c14a0

Signer Events	Signature	Timestamp
<p>Van Holland vholland@lexipol.com CFO Security Level: Email, Account Authentication (None)</p>	<p> DocuSigned by: Van Holland E730CB10CB894D6...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 70.175.186.77</p>	<p>Sent: 4/28/2020 1:30:12 PM Resent: 5/4/2020 11:17:18 AM Viewed: 5/4/2020 11:18:00 AM Signed: 5/4/2020 11:18:49 AM</p>
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
<p>Frank Dixon frank.dixon@cityofdenton.com Chief of Police Security Level: Email, Account Authentication (None)</p>	<p> DocuSigned by: Frank Dixon 3C0DA84DE4564F4...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150</p>	<p>Sent: 5/4/2020 11:18:52 AM Viewed: 5/4/2020 11:29:44 AM Signed: 5/4/2020 11:31:33 AM</p>
Electronic Record and Signature Disclosure: Accepted: 5/4/2020 11:29:44 AM ID: a1ab4d70-86e0-49b9-9e79-cabedbb700dd		
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)</p>	<p>Completed</p> <p>Using IP Address: 198.49.140.104</p>	<p>Sent: 5/4/2020 11:31:37 AM Viewed: 5/13/2020 8:24:26 AM Signed: 5/13/2020 8:24:46 AM</p>
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
<p>Todd Hileman Todd.Hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p>	<p> DocuSigned by: Todd Hileman B776C711BA0D454...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.186.192.80</p>	<p>Sent: 5/13/2020 8:24:49 AM Viewed: 5/13/2020 9:00:43 AM Signed: 5/13/2020 9:00:55 AM</p>
Electronic Record and Signature Disclosure: Accepted: 7/25/2017 11:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21		
<p>Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)</p>	<p> DocuSigned by: Rosa Rios 1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104</p>	<p>Sent: 5/13/2020 9:00:58 AM Viewed: 5/13/2020 9:12:04 AM Signed: 5/13/2020 9:12:42 AM</p>
Electronic Record and Signature Disclosure: Accepted: 5/13/2020 9:12:04 AM ID: f55c3407-3d36-4a00-bf71-d49879d40f67		

<input checked="" type="checkbox"/> Person Signer Events	Signature	Timestamp
<input type="checkbox"/> Editor Deliver Events	Status	Timestamp
<input type="checkbox"/> Agent Deliver Events	Status	Timestamp
<input type="checkbox"/> Intermediary Deliver Events	Status	Timestamp
<input type="checkbox"/> Certified Deliver Events	Status	Timestamp

Carion Cop Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/21/2020 7:13:53 PM
Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/4/2020 11:31:37 AM
Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/4/2020 11:31:37 AM
Zolaina Parker Zolaina.Parker@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/4/2020 11:31:37 AM
Dinora Velasquez dinora.velasquez@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/13/2020 9:12:45 AM

Witness Events	Signature	Timestamp
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Notar Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/13/2020 9:12:45 AM
Certified Delivered	Security Checked	5/13/2020 9:12:45 AM
Signing Complete	Security Checked	5/13/2020 9:12:45 AM
Completed	Security Checked	5/13/2020 9:12:45 AM

Document Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.



Docusign Transmittal Coversheet

FILE	7279
File Name	Public Safety Policy Management and Training
Purchasing Contact	Cori Power
Contract Expiration	May 12, 2025

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND **LEXIPOL, LLC 7279**

THIS FIRST AMENDMENT TO CONTRACT 7279 (this “Amendment”) by and between the City of Denton, Texas (“City”) and **LEXIPOL, LLC** (“Contractor”) to that certain contract executed on May 12, 2020, in the original not-to-exceed amount of \$131,571 (the “Agreement”); for services related to the public safety policy management and training.

WHEREAS, the City deems it necessary to further expand the services provided by Contractor to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$32,675.32 with this First Amendment for an aggregate not-to-exceed amount of \$164,246.32; and

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

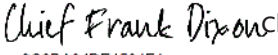
NOW THEREFORE, the City and Contractor (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. This Amendment modifies the Agreement amount to provide an additional \$32,675.32 for additional services and materials, shown in Attachment A, in accordance with the terms of the Agreement with a revised aggregate not-to-exceed total of \$164,246.32.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date 12/18/2020.

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

DocuSigned by:
 Chief Frank Dixon
3C0DA84DE4564F4...
SIGNATURE PRINTED NAME

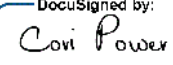
Chief of Police
TITLE

Denton Police Department
DEPARTMENT

“CONTRACTOR”
LEXIPOL, LLC

By  VP of Finance and Ops
AUTHORIZED SIGNATURE, TITLE

“BUYER”
CITY OF DENTON

DocuSigned by:
 Covi Power
5F1FE1883F7B4FE...
By: Buyer
AUTHORIZED SIGNATURE, TITLE



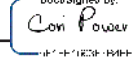
SUBSCRIPTION PLATFORM AGREEMENT

Customer Name: Denton Police Department
 Customer Address: 601 E Hickory St Ste E
 Denton, Texas 76205
 Attention: Sergeant Michael Behrens

Lexipol's Address: 2611 Internet Boulevard, Suite 100
 Frisco, Texas 75034

Prepared By: Brad Slaughter
 Expiration Date: 12/31/2020

Contract & Proposal Valid Through: 12/7/2020 - 11/8/2021

Signature:  _____

Print Name: Cori Power _____

Title: Buyer _____

Date Signed: 12/18/2020 _____

QTY	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1	Account Setup & Services for 101-200 Users	USD 700.00		USD 0.00
197	201-300 Users (multiply quantity by users) - PoliceOne Academy	USD 49.50	25.00	USD 7,314.61
69	201-300 Users (multiply quantity by users) - PoliceOne Academy	USD 49.50	75.00	USD 854.22
Discount:				USD 5,698.17
TOTAL:				USD 8,168.83

The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Discount Notes

the discounted cost was given by Marco in Oct 2020, This discount was related to competitor pricing

SCOPE OF SERVICES

Certificate Of Completion

Envelope Id: C6CDD86F16B74FE6AF9C9918F9FA365F	Status: Completed
Subject: ***Purchasing Approval - First Amendment 7279 - Lexipol Public Safety Policy Management and Training	
Source Envelope:	
Document Pages: 4	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cori Power
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	cori.power@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

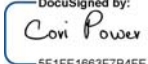
Status: Original	Holder: Cori Power	Location: DocuSign
12/18/2020 8:14:30 AM	cori.power@cityofdenton.com	

Signer Events

Signature	Timestamp
Cori Power	Sent: 12/18/2020 9:42:53 AM
cori.power@cityofdenton.com	Viewed: 12/18/2020 9:43:40 AM
Buyer	Signed: 12/18/2020 9:45:27 AM
City of Denton	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Not Offered via DocuSign	

Chief Frank Dixon	DocuSigned by:	Sent: 12/18/2020 9:45:29 AM
frank.dixon@cityofdenton.com		Viewed: 12/18/2020 10:12:50 AM
Chief of Police	3C0DA84DE4564F4...	Signed: 12/18/2020 10:13:28 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 198.49.140.10	

Electronic Record and Signature Disclosure:
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ID: 8a53b380-f944-47b5-bd18-46331606d32f

Cori Power	DocuSigned by:	Sent: 12/18/2020 10:13:29 AM
cori.power@cityofdenton.com		Viewed: 12/18/2020 11:46:45 AM
Buyer	5F1FE1663F7B4FE...	Signed: 12/18/2020 11:47:07 AM
City of Denton	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 198.49.140.104	

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In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Shanika Mayo shanika.mayo@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/18/2020 11:47:09 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/18/2020 11:47:09 AM Viewed: 12/18/2020 1:44:34 PM
Brad Slaughter BSlaughter@lexipol.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/18/2020 11:47:09 AM Viewed: 12/18/2020 11:54:50 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/18/2020 9:42:53 AM
Certified Delivered	Security Checked	12/18/2020 11:46:45 AM
Signing Complete	Security Checked	12/18/2020 11:47:07 AM
Completed	Security Checked	12/18/2020 11:47:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.