

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SALARY.COM, LLC, FOR A COMPENSATION PLATFORM SUBSCRIPTION SERVICE TO SUPPORT HUMAN RESOURCES IN MAINTAINING A COMPETITIVE, SUSTAINABLE, AND AGILE COMPENSATION PROGRAM; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8702 – AWARDED TO SALARY.COM, LLC, FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$204,970.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for a compensation platform subscription service to support Human Resources in maintaining a competitive, sustainable, and agile compensation program; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the “Request Proposals” on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

<u>RFP NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
8702	Salary.com, LLC	\$204,970.00

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

Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

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

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
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.

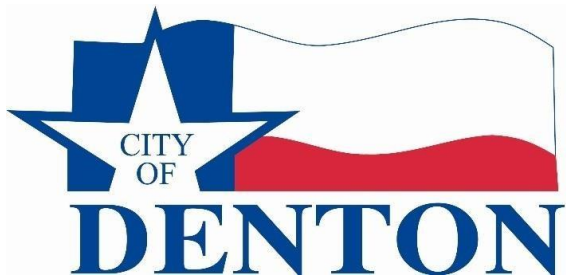
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
 Marcella Lunn



Docusign City Council Transmittal Coversheet

RFP	8702
File Name	Compensation Platform
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND SALARY.COM, LLC
(Contract #8702)**

THIS CONTRACT is made and entered into this date _____, by and between SALARY.COM, LLC a Delaware limited liability company, whose address 610 Lincoln Street North, Suite 200, Waltham, MA 02451, hereinafter referred to as “Contractor,” and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as “City,” to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide services in accordance with the City’s RFP# 8702 Compensation Platform, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit “A”**);
- (b) City of Denton’s [RFP] 8702 (the “Solicitation”) (**Exhibit “B” on file at the office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit “C”**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit “D”**);
- (e) Insurance Requirements (**Exhibit “E”**);
- (f) Contractor’s Proposal (“Contractor’s Offer”) (**Exhibit “F”**);
- (g) Contractor’s Data Processing Addendum (**Exhibit “G”**);
- (h) Contractor’s Privacy Policy (**Exhibit “H”**);
- (i) **Contractor’s Order Form (Exhibit “I”);**
- (j) Form CIQ – Conflict of Interest Questionnaire (**Exhibit “J”**)

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as “Contract Documents.”

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

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

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

Signed by:

Megan Gilbreath

66BE10A57DF34F7

SIGNATURE

Megan Gilbreath

PRINTED NAME

HR Director

TITLE

Human Resources

DEPARTMENT

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

BY Marcella Lunn

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Signed by:

CONTRACTOR

BY: Michelle Huntoon

679D5C9505157460
AUTHORIZED SIGNATURE

Printed Name: Michelle Huntoon

Title: Senior Corporate Counsel

781-989-9488

PHONE NUMBER

contracts@salary.com

EMAIL ADDRESS

N/A 2024-1246226

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

Exhibit A

Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed \$204,970. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

The contract term will be three (3) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

Exhibit B
City of Denton's RFP 8702

On File at the Office of the Purchasing Agent

Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor. No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. PLACE AND CONDITION OF WORK: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA") ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if

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applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;
- iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or Contract 8702

electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer. G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. TRAVEL EXPENSES: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15th) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The Contractor agrees that upon request from the City, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable Contract 8702

law, Contractor shall provide electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract as provided by Contractor. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

V. REQUIRE THAT THE SUBCONTRACTOR INDEMNIFY AND HOLD THE CITY HARMLESS TO THE SAME EXTENT AS THE CONTRACTOR IS REQUIRED TO INDEMNIFY THE CITY.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. Intentionally Omitted.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. Intentionally Omitted.

20. WARRANTY – TITLE: THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND INDEFEASIBLE TITLE TO ALL DELIVERABLES FURNISHED UNDER THE CONTRACT, AND THAT THE DELIVERABLES ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL ADVERSE TITLE CLAIMS TO THE DELIVERABLES.

21. DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALARY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. WHILE SALARY TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE AND SUBJECT TO THE DATA PROCESSING AGREEMENT AND OTHER PROVISIONS OF THIS CONTRACT, SALARY DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED NOR THAT IT IS FREE OF VIRUSES OR MALICIOUS CODE. CUSTOMER UNDERSTANDS THAT THE SERVICE AND SALARY DATA MAY NOT BE ERROR FREE, AND USE OF THE SERVICE MAY BE INTERRUPTED. THOUGH SALARY TAKES REASONABLE STATISTICAL AND OTHER REASONABLE MEASURES TO ENSURE THE DATA IS

ACCURATE AND REPRESENTATIVE, IT CANNOT AND DOES NOT GUARANTY THAT THE SALARY DATA IS ACCURATE OR REPRESENTATIVE. THE SERVICE AND SALARY DATA IS PROVIDED "AS IS".

22. WARRANTY – SERVICES: The Contractor agrees to provide all services to the City under the Contract in full on the date(s) and to the specifications agreed upon in this Contract and in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT:

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A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective thirty (30) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such thirty (30) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. In the event of a default of this Contract (also herein referred to as a "material breach") by the City which is not cured within 30 days of notice from the Contractor to the City, the Contractor shall have the ability to terminate this Contract for cause. In the event Contractor terminates this contract due to material breach of City, the City shall promptly pay all unpaid fees through the end of the Subscription Term.

28. TERMINATION WITHOUT CAUSE: Intentionally omitted.

29. FRAUD: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. DELAYS:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

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B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required.

32. INDEMNITY:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

33. LIMITATION OF LIABILITY: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

Except for liability arising from or related to either party's obligations under the Contract 8702

'Indemnity' section herein, Customer's payment obligations, or Customer's misappropriation or unauthorized disclosure of Salary Data, each party's total liability arising out of or related to the Agreement (whether in contract, tort or otherwise) will not exceed the amount paid by Customer within the 12-month period prior to the event that gave rise to the liability; provided that Salary's total liability arising from its indemnification obligations herein will not exceed \$100,000.

34. **INSURANCE:** The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the Solicitation and the Insurance Exhibit.

35. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS:** The Contractor represents and Contract 8702

warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY’S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY’S’ OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR’S BREACH OF ANY OF CONTRACTOR’S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY’S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY’S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR’S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

39. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City’s and/or its licensors’ confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, “Confidential Information”). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. OWNERSHIP AND USE OF DELIVERABLES:

Subject to the Contract, Contractor will provide the City with access to use a subscription to Contractor’s software-as-a-service offering and other services (the “Subscription Service”) and/or Consulting Services (as defined herein) as purchased in an order (each separately and together, the “Service”) for the duration of the Subscription Term (as

defined herein). As part of provision of the Service, Contractor may provide the City with access to various compensation, HR, and/or other information or data (the "Salary Data") which the City may only use solely and exclusively for its own internal purposes.

The City grants Contractor the right to use, modify and anonymize and aggregate data the City provides to Contractor under this Agreement (the "Customer Data") for purposes including, but not limited to providing aggregated and anonymized compensation analysis and information. Such aggregated and anonymized information is deemed Salary Data and is excluded from Customer Data. Contractor will never share any data provided to Contractor other than in an aggregated and anonymized format in accordance with applicable Safe Harbor provisions.

It is agreed that the Services and any data contained therein provided under this Agreement shall be used exclusively for the City's internal purposes. Salary Data cannot be shared with any third parties for any reason whatsoever without first securing a non-disclosure agreement between you, the third party, and Contractor and which is satisfactory to Contractor and the City.

Contractor will take commercially appropriate and reasonable physical, technical, and administrative measures to safeguard, protect, and secure the Service and Customer Data. This Agreement shall incorporate by reference the Data Processing Addendum located at www.salary.com/legal/dpa, provided; however, any negotiated terms as set forth in Exhibit H will supersede any online terms in the Data Processing Addendum which sets forth the agreement and respective obligations of the Parties with respect to the processing of Personal Data which may be included in Customer Data transferred to Salary under this Agreement. In addition, Contractor will only use Customer Data in accordance with the Agreement and Contractor's Privacy Policy located at www.salary.com/legal/pp (the "Privacy Policy").and will, upon Contractor's request, confirm in writing its compliance with this destruction or return requirement.

40 (a). Use Restrictions – Prohibited Data

The City agrees not to use the Service to store, transmit, process, or otherwise handle (i) infringing material, unsolicited marketing emails, libelous material, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights, and (ii) social security numbers, passport numbers, driver's license or other government identification numbers, physical or mental health information or other information subject to the Health Insurance Portability and Accountability Act or similar legislation, personal financial account information, debit or credit card numbers, or other information subject to the Gramm-Leach-Bliley Act or similar legislation, or any Special Categories of Data under applicable EEA data protection regulations (combined, "Prohibited Data"). Customer Data and Confidential Information expressly exclude Prohibited Data. Salary disclaims all liability arising from or related to the Prohibited Data.

40 (b). Use Restrictions – Prohibited Use

The City agrees that it will not (i) commercially exploit, including but not limited to selling, reselling knowingly upload to the Service or use the Service in conjunction with any viruses, worms, malware, spyware, or other malicious or harmful files, programs, code,

or similar material; or (vii) access the Service or the Salary Data for purposes of sharing with a competitor of Contractor or to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

41. PUBLICATIONS: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. ADVERTISING: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. NO CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. GRATUITIES: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: The Contractor agrees to comply with the conflict of interest provisions of the City of Denon Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. NO SUBCONTRACTING BID AFTER AWARD: Following the award of the Contract, no
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subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. NO GIFT OF PUBLIC PROPERTY: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. INDEPENDENT CONTRACTOR: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms,

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covenants, and conditions of the Contract.

52. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

54. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract 8702

Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. HOLIDAYS: The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

58. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:

A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled “Buy American Act Certificate”.

61. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. PREVAILING WAGE RATES: Intentionally Omitted.

64. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

66. ATTORNEY'S FEES; LEGAL COSTS: Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

67. DRUG FREE WORKPLACE: The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Contract 8702

Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. FORCE MAJEURE: The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. RECORDS RETENTION: The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. Upon request from the City, the Contractor shall perform an audit and provide the results thereof, including access to all relevant books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million (\$1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contract; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. PROCUREMENT LAWS: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. AUTHORITY: Contractor represents and warrants to the other that (a) it has company Contract 8702

authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

Exhibit D
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the Contract is awarded, in accordance with Government Code 2252.908.

The Contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit E

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents,

Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

1. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general

aggregate.

2. CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE

Cyber/Technology Network Liability and Risk Insurance, inclusive of Information Security and Privacy (first and third party coverage) to provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential information, and copyright infringement with minimum limits with minimum limits of \$2,000,000.00 per claim.

Exhibit F

				Salary.com, LLC	
				Total Price	\$40,794.00
Line #	Description	QTY	UOM	Unit	BAFO
1	Compensation Platform				
2	Compensation Platform to include: Implementation, File feeds/System integration, and Market data that includes public and private organization/industry salary data, benchmarking, compensation strategy and pay structure maintenance, position/employee data loading, pay equity/gap analysis, merit/cost-of-living adjustment modeling, Clty of Denton survey loading, regulatory and legal compliance components, user-friendly dashboard, reporting/report building, ongoing business and technical support, end-user training, end-user training documents, and organizational communication to streamline processes.	1	EA	\$28,050.00	\$28,050.00
3	Total Reward Statement	1770	EA	\$7.20	\$12,744.00

Exhibit G

Last Updated February 28, 2022

This Data Processing Addendum (**DPA**) reflects the parties' agreement regarding the processing of personal data under the Salary.com contract by and between City of Denton, Texas and Salary.com, LLC (Contract #8702)(**Agreement**) and is hereby incorporated by reference into the Agreement. The term of this DPA shall follow the term of the Agreement. Terms not otherwise defined herein shall have the meaning as set forth in the Agreement.

DATA PROCESSING ADDENDUM

This DPA is entered into between Salary.com, LLC (**Salary**), and the customer (**Customer**) and is incorporated into and governed by the terms of the agreement between the parties.

DEFINITIONS. Any capitalized term not defined in this DPA will have the meaning given to it in the Agreement (defined below).

- **Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control of a party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of a party.
- **Agreement means the attached Contract By and Between City of Denton, Texas and Salary.com, LLC (Contract #8702). Controller** means the Customer, the entity which determines the purposes and means of the process of Personal Data.
- **Customer Data** means data, which may include personal data and the categories of data submitted, stored, sent, or received via the Services by Customer, its Affiliates, or end users.
- **Data Subject** means the individual to whom Personal Data relates.
- **DPA** means this data processing addendum and its schedules (together).
- **Data Protection & Privacy Laws** means applicable data protection, privacy, encryption, identity theft, data breach, cross-border transfer and data security laws, rules, regulations, guidelines, and industry standards in effect during the Term. Data Protection and Privacy laws includes, without limitation, the California Consumer Privacy Act of 2018, as amended, implementing regulations, and any equivalent, replacement, or similar legislation implemented in California ("**CCPA**"); Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**"); the Canadian Personal Information Protection and Electronic Documents Act ("**PIPEDA**"); and the UK Data Protection Act 1998 and any equivalent, replacement, or similar legislation implemented in the United Kingdom.

- **Standard Contractual Clauses** means the “**2021 Standard Contractual Clauses**,” defined as the clauses issued pursuant to the EU Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, available at http://data.europa.eu/eli/dec_impl/2021/914/oj and attached hereto as **Schedule 2**.
- **Personal Data** means any personal data as defined in the Data Protection and Privacy Laws and includes any information relating to an identified or identifiable individual where such information is contained within Customer Data.
- **Processor** means Salary.com, the entity which processes Personal Data on behalf of Controller.
- **Sub-Processors** mean any person or entity engaged by Salary.com or an Affiliate to process Personal Data in the provision of the Services to Customer.
- **Services** means Salary.com subscription and professional services.

1. PURPOSE.

- a. Salary.com has agreed to provide the Services to the Customer in accordance with the terms of the Agreement.
- b. In providing the Services, Salary.com will process Customer Data on behalf of the Customer. Customer Data may include Personal Data. Salary.com will process and protect such Personal Data in accordance with the terms of this DPA.
- c. With respect to Customer Data, the parties agree that Customer is the data controller and Salary.com is the data processor. Customer will comply with its obligations as a controller and Salary.com will comply with its obligations as a processor under the DPA.
- d. Where a Customer Affiliate is the controller with respect to certain Customer Data, Customer represents and warrants to Salary.com that it is authorized to instruct Salary.com and otherwise act on behalf of such Customer Affiliate in relation to the Customer Data in accordance with the DPA.

2. SCOPE.

In providing the Services to the Customer pursuant to the terms of the Agreement, Salary.com will treat Personal Data as confidential and only process Personal Data on behalf of the Customer and to the extent necessary to provide Services in accordance with both the terms of the Agreement and the Customer’s instructions documented in the Agreement and this DPA.

3. TERM.

This DPA will automatically terminate upon the termination of the Agreement.

4. SALARY.COM OBLIGATIONS.

- a. Salary.com may collect, process, or use Personal Data only within the scope of this DPA. Salary.com confirms it will only process Personal Data on behalf of the Customer and in accordance with Customer's documented instructions. Salary.com will inform the Customer, if in Salary.com's opinion, any of the instructions regarding the processing of Personal Data provided by the Customer violate any applicable data protection laws. For the purpose of this Clause 4(a) and this DPA, the Customer agrees that its instructions to the Salary.com for processing Personal Data are (and shall remain for the duration of the Agreement) to process such data strictly in accordance with the Agreement. Salary.com shall not be obliged to act in accordance with any instructions outside the scope of the Agreement except with the prior written agreement of both parties.
- b. Salary.com will ensure that all employees, agents, officers, and contractors involved in the handling of Personal Data: (i) are aware of the confidential nature of the Personal Data and are contractually bound to keep the Personal Data confidential; (ii) have received appropriate training on their responsibilities as a data processor; and (iii) are bound by terms materially no less restrictive than the terms of this DPA.
- c. Salary.com shall maintain appropriate managerial, operational, and technical safeguards designed to preserve the integrity and security of Customer Data while in its possession and control hereunder, while taking into account the state of the art, costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- d. Salary.com shall maintain appropriate measures to ensure a level of security appropriate to the risk, including, but not limited to: (i) encryption of Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, and availability of processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; (iv) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. In assessing the appropriate level of security, account will be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored, or otherwise processed. Salary.com shall comply with the data protection and data security policies as set forth in **Schedule 1**.
- e. Customer agrees that, in the course of providing the Services to the Customer, it may be necessary for Salary.com to access the Personal Data to respond to any technical problems, Customer queries, security monitoring, and to ensure the proper working of the Services. All such access by Salary.com will be limited to those purposes and performed by authorized personnel.

- f. Where Personal Data relating to an EU Data Subject is transferred outside of the European Economic Area (EEA), it will be processed in accordance with the provisions of the Standard Contractual Clauses, set forth herein as **Schedule 2**, unless the processing takes place: (i) in a third country or territory recognized by the EU Commission to have an adequate level of protection; or (ii) by an organization located in a country which has other legally recognized appropriate safeguards in place, such as Binding Corporate Rules.
- g. Where Personal Data relates to a California Data subject, it will be processed in accordance with the provisions of the CCPA. In that instance, Salary.com shall be a “service provider” to Customer within the meaning of Section 140(v) of the CCPA. Salary shall not retain, use, or disclose any personal information provided by Customer for any purpose other than for the specific purpose of performing the services specified the applicable Order, including retaining, using, or disclosing any such personal information for a commercial purpose other than providing the services specified in the Order.
- h. Salary.com abides by the principles established in Canada’s PIPEDA. The PIPEDA principles are: (i) accountability/compliance with the principles, (ii) identification of the purposes/reasons for collecting the personal information, (iii) consent to the collection of the personal information, (iv) limiting the collection to only what is necessary in order to achieve the desired tasks, (v) limiting the use, disclosure and retention of the personal information, (vi) maintaining accurate data, (vii) safeguarding data with appropriate security policies, and (viii) making policies easily available to employees and customers.
- i. Taking into account the nature of the processing and the information available to Salary.com, Salary.com will assist the Customer by having in place appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer’s obligation to respond to requests for exercising the Data Subject’s rights and the Customer’s compliance with the Customer’s data protection obligations in respect of the processing of Personal Data.

5. CUSTOMER OBLIGATIONS.

- a. The Customer represents and warrants, in its use of the Services, that it will comply with the terms of the Agreement, this DPA, and all applicable data protection laws.
- b. The Customer represents and warrants that, as having sole responsibility for the Data quality, legality and accuracy, has obtained any and all necessary permissions and authorizations necessary to permit Salary.com, its Affiliates, and Sub-Processors, to execute their rights or perform their obligations under this DPA.
- c. The Customer is responsible for compliance with all applicable data protection legislation, including requirements with regards to the transfer of Personal Data under

this DPA and the Agreement. All Affiliates of the Customer who use the Services will comply with the obligations of the Customer set out in this DPA.

- d. The Customer represents and warrants that it has implemented appropriate technical, managerial, and organizational procedures to protect Personal Data, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The Customer has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including as appropriate: (i) the pseudonymization and encryption of Personal Data; (ii) the ability to ensure the on-going confidentiality, integrity, availability, and resilience of processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; (iv) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. In accessing the appropriate level of security account will be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored, or otherwise processed.
- e. Customer shall be responsible for the security of its administrative users' accounts and passwords and shall notify Salary.com immediately of any unauthorized use of any password or account or any other known or suspected breach of security. Customer shall be responsible for the acts or omissions of its administrative users in connection with the use of, and access to, the Service.
- f. The Customer will take steps to ensure that anyone acting under the authority of the Customer who has access to Personal Data only processes the Personal Data on the documented instructions of Customer.
- g. The Customer acknowledges and agrees that some instructions from the Customer, including assisting with audits, inspections, or DPIAs (defined below) by Salary.com, may result in additional fees. Salary.com will notify the Customer in advance of its fees for providing such assistance in advance.

6. NOTIFICATION OF SECURITY BREACH.

- a. Salary.com will notify the Customer without undue delay after becoming aware of (and in any event within 72 hours of discovering) any confirmed accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access to Customer's Personal Data (Data Breach).
- b. Salary.com will take all commercially reasonable measures to secure the Personal Data, to eliminate the Data Breach, and to assist the Customer in meeting the Customer's obligations under applicable law. In the event of a security breach, Salary.com's System

Administration Team and Security Team will perform a risk-based assessment of the situation and develop appropriate strategies in accordance with Salary.com incident response procedures, which include contacting the Customer and to contact Customer's primary (technical or business) point of contact or Security Operation Center (**SOC**) to brief them on the situation and provide resolution status updates.

7. AUDIT.

- a. Salary.com will make available to the Customer all information reasonably necessary to demonstrate compliance with its processing obligations and allow for and contribute to audits and inspections.
- b. Any audit conducted under this DPA will consist of examination of the most recent reports, certificates, and/or extracts by an independent auditor bound by confidentiality provisions similar to those set out in the Agreement.
- c. In the event that provision of the same is not deemed sufficient in the reasonable opinion of the Customer, the Customer may conduct a more extensive audit which will be: (i) at the Customer's expense; (ii) limited in scope to matters specific to the Customer and agreed in advance; (iii) carried out during business hours and upon reasonable notice which must be not less than 4 weeks unless an identifiable material issue has arisen; and (iv) conducted in a way which does not interfere with Salary.com's day-to-day business.
- d. This clause does not modify or limit the rights of audit of the Customer, instead it is intended to clarify the procedures in respect of any audit undertaken pursuant thereto.

8. COMPLIANCE, COOPERATION, AND RESPONSE.

- a. Salary.com shall, to the extent legally permitted, promptly notify Customer if Salary.com receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of processing, erasure, data portability, object to the processing (**Data Subject Request**). Taking into account the nature of the processing, Salary.com shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under data protection laws. To the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Salary.com shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Salary.com is legally permitted to do so and the response to such Data Subject Request is required under data protection laws. To the extent legally permitted, Customer shall be responsible for any costs arising from Salary.com's provision of such assistance.
- b. Salary.com will notify the Customer promptly of any request or complaint regarding the processing of Personal Data, which adversely impacts the Customer, unless such notification is not permitted under applicable law or a relevant court order.

- c. Salary.com may make copies of or retain Personal Data in compliance with any legal or regulatory requirement including, but not limited to, retention requirements.
- d. Salary.com will reasonably assist the Customer in meeting its obligation to carry out Data Protection Impact Assessments (**DPIA**), taking into account the nature of processing and the information available to Salary.com.
- e. Salary.com will respond within a reasonable timeframe in respect of any changes that need to be made to the terms of this DPA or to the technical and organizational measures to maintain compliance. If the parties agree that amendments are required, but Salary.com is unable to accommodate the necessary changes, the Customer may terminate the parts of the Services which give rise to the non-compliance. To the extent that other parts of the Services provided are not affected by such changes, the provision of those Services will remain unaffected.
- f. The Customer and Salary.com and, where applicable, their representatives, will cooperate, on request, with a supervisory data protection authority in the performance of their respective obligations under this DPA.

9. SUB-PROCESSORS.

- a. The Customer agrees that: (i) Affiliates of Salary.com may be used as Sub-Processors; and (ii) Salary.com and its Affiliates respectively may engage Sub-Processors in connection with the provision of the Services.
- b. All Sub-Processors who process Personal Data in the provision of the Services to the Customer will comply with the obligations of Salary.com set out in this DPA.
- c. Where Sub-Processors are located outside of the EEA, Salary.com confirms that such Sub-Processors: (i) are located in a third country or territory recognized by the EU Commission to have an adequate level of protection; (ii) have entered into Standard Contractual Clauses with Salary.com; or (iii) have other legally recognized appropriate safeguards in place, such as Binding Corporate Rules.
- d. Salary.com will make available to the Customer the current list of Sub-Processors upon request which will include the identities of Sub-Processors and their country of location. During the term of this DPA, Salary.com will provide the Customer with prior notification, via email, of any changes to the list of Sub-Processors who may process Personal Data before authorizing any new or replacement Sub-Processors to process Personal Data in connection with the provision of the Services.
- e. The Customer may object to the use of a new or replacement Sub-processor, by notifying Salary.com promptly in writing within 10 business days after receipt of Salary.com's notice. If the Customer objects to a new or replacement Sub-processor, and that objection is not unreasonable, the Customer may terminate the Agreement or applicable order with respect to those Services which cannot be provided by Salary.com

without the use of the new or replacement Sub-processor. Salary.com will refund the Customer any prepaid and unused fees covering the remainder of the term of the applicable order following the effective date of termination with respect to such terminated Services.

10. LIABILITY.

- a. The limitations on liability set out in the Agreement apply to all claims made pursuant to any breach of the terms of this DPA. The parties agree that Salary.com will be liable for any breaches of this DPA caused by the acts and omissions of its Sub-Processors to the same extent Salary.com would be liable if performing the services of each Sub-Processor directly under the terms of the DPA, subject to any limitations on liability set out in the terms of the Agreement. Customer is not entitled to recover more than once in respect of the same claim.
- b. The parties agree that the Customer will be liable for any breaches of this DPA caused by the acts and omissions of its Affiliates as if such acts, omissions had been committed by Customer itself.

11. TERMINATION.

Salary.com will, upon written request, make the Service available to Customer for the return of Customer Data to the Customer at the expiration of the term of the Agreement within the time periods set out in the Agreement; and securely delete all Customer Data after such time period unless applicable laws prevent destruction of the Customer Data. Where any Customer Data is retained for such reasons the Customer Data shall be treated as Confidential Information and will no longer be actively processed.

12. GENERAL.

- a. The Agreement and this DPA incorporated therein sets out the entire understanding of the parties with regards to the subject matter herein.
- b. Should a provision of this DPA be invalid or become invalid, then the legal effect of the other provisions will be unaffected. A valid provision is deemed to have been agreed which comes closest to what the parties intended commercially and will replace the invalid provision. The same will apply to any omissions. The use of anonymized and aggregated data by Salary.com as described in the Agreement will still apply.
- c. To the extent of any conflict or inconsistency between the terms of this DPA and the remainder of the Agreement with respect to the privacy and security of Customer Data, the terms more protective of the Customer Data will apply. In all other cases, the terms of the Agreement control.
- d. Customer may send any questions or concerns regarding this DPA to: privacy@salary.com

SCHEDULE 1

SALARY.COM DATA SECURITY PRACTICES

Salary.com currently observes the security practices described in this schedule. Salary reserves the right to update or modify these practices at its discretion provided such modifications and updates do not materially degrade the protection offered by these practices. All capitalized terms not otherwise defined herein shall have the meaning as set forth in the Agreement between the parties.

1. GENERAL PROVISIONS

Scope of Application: Salary's compensation products and services are provided through a software as a service environment (Salary's "Products"). Salary provides the hardware, network, servers, and data center services for its production environment in a tier 3 data center facility (the "Hosting Environment").

Application Security: The Products incorporate a number of security features, such as session encryption, user authentication, password expiration, account lockout, and password reset, which are intended to help protect customers' data from unauthorized access.

Privacy Protection: Salary may hold customer data and processes it on behalf of customers. In this data processor role, Salary protects the security, confidentiality, and privacy of customer data, including personal identifiable information, with appropriate and technical organizational measures. Customers have a responsibility to manage and control the data and access to the data that they collect in a way that complies with privacy laws and regulations.

2. SECURITY PRACTICES

Information Security Program: Salary maintains a written information security program that establishes roles and responsibilities for information security, and supports the confidentiality, integrity, and availability of information processing systems operated by Salary.

Security Policies: Salary implements and maintains information security policies that define requirements for access control, application and system development, passwords, remote access, data classification, operational security, network security and physical security. The information security policies will be reviewed annually, or when significant changes to the environment occur, to ensure their continuing suitability, adequacy, and effectiveness.

Separation of Duties: Salary separates support roles and responsibilities for privileged access rights to applications, databases, systems, and security mechanisms with the least privilege required to perform each function.

Separation of Computing Layers: The Hosting Environment is partitioned into Web and Database layers with additional protections for database systems.

Physical Security: Salary works with a reputable co-location provider to provide the physical security of the Hosting Environment in its tier 3 data center facility. The co-location vendor provides the surveillance, access control, and environmental control.

Network Security: Salary maintains multiple layers of defense for production systems, including firewalls, network intrusion prevention, and host-based protections.

Logical Access Control: Salary implements logical access controls with unique IDs, password complexity, strong (i.e. two-factor) authentication for remote access to production systems, and promptly revoking or changing access in response to terminations or changes in job functions.

System Security: Salary implements detection, prevention, and recovery controls to protect against malicious software. Salary also deploys anti-malware mechanisms and ensure the anti-malware mechanisms are updated regularly. Salary employs a process to review system patches using a risk-based approach and apply them in a timely manner.

Security Assessment: Salary will assess its security policies, processes, and information systems on a regularly basis. Salary will remediate security findings or risks within a reasonable time frame.

3. OTHER PRACTICES

Business Continuity and Disaster Recovery: Salary maintains a business continuity and disaster recovery plan to ensure the continued availability of information assets, systems and processes. The plan involves regular data backups, data replication, and redundant sites and systems if applicable. This plan will be tested on a regular basis.

Retention and Disposal: Any data stored on Salary's backup media is encrypted using industry standard. Backup media are sent off-site regularly to a reputable backup vault provider. If Salary retires any electronic media containing Customer data, the media will be securely destroyed or erased following industry standard.

ANNEX III

LIST OF SUB-PROCESSORS

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

The Data Importer has the controller's general authorization for the engagement of third party providers to provide aspects of Data Importer's products and/or services. The Data Importer will ensure such third-party providers only access and use data to provide the Data Importer's products and/or services and not for any other purpose. Subject to the Clauses, Data Exporter consents to Data Importer engaging its affiliated companies and the third-party providers specified below in order to fulfill Data Importer's contractual obligations:

1. Any Salary.com, LLC controlled affiliate or subsidiary;
2. Iron Mountain (data backup and disaster recovery services)
21 Terry Avenue, Burlington, MA 01803, USA
24 Snake Hill Road, North Scituate, RI 02814, USA
3. Evoque Data Center Solutions (colocation services)
486 Arsenal Way, Watertown, MA 02472 USA

Exhibit H

Privacy Policy

Last Updated December 12, 2022

1. Introduction

Your privacy is extremely important to Salary.com, LLC and its affiliates ("Salary"). In order to protect your privacy, Salary has developed and complies with this Privacy Policy in relation to Salary's collection, processing, and use of data and information you share with Salary as part of your use of Salary's websites, including www.salary.com and related sites (the "Websites"), and Salary's software-as-a-service offering and other services (the "Service").

This Privacy Policy also describes your choices regarding your Personal Information. In relation to the Personal Information Salary collects through the Websites, Salary acts as a data controller. In relation to Personal Information provided to Salary by its customers and subscribers, Salary acts as a data processor.

By accessing and using the Websites and/or the Service, you represent and certify that you have all necessary and sufficient rights to provide the information you share with Salary. In addition, you consent to our collection, processing and use of such information in the manner and for the purposes stated in this Privacy Policy.

1.1. Summary

This summary is intended to provide a high-level overview of Salary's privacy and data collection practices – for more details, please refer to the relevant sections below. The types of data Salary collects and processes fall into two broad categories: data Salary collects for its own purposes through its Websites and other means ("Salary Collected Data") and data provided by Salary's Customers in connection with their use of the Service ("Customer Data").

Salary Collected Data consists of data a Website visitor shares with Salary through the Websites and the Service, including, but not limited to, Personal Information such as name, contact information, and/or employment and compensation information, and other data and information collected through the use of cookies and similar technologies. As set forth more fully below, Salary uses the Salary Collected Data to provide and improve the Websites and the Service. Salary may provide third party service providers and advertisers with access to certain types of Salary Collected Data in furtherance of these purposes. Except for advertisers (discussed below), Salary does not sell or share Personal Information with third parties.

Customer Data consists of all data uploaded or otherwise submitted into the Service by a Customer. Customer Data may include Personal Information, e.g., information about the Customer's employees. Customer Data is the property of our Customers. Our Customers are solely responsible for the content of Customer Data. Salary will use Customer Data only as specifically authorized and directed by the Customer.

1.2. Contact Us

Please contact Salary at privacy@salary.com or by mail at Salary.com, LLC, 610 Lincoln St, North Building, Suite 200, Waltham, MA 02451 with any privacy questions or comments you may have or to request or exercise any rights you have under applicable law to access, correct, delete, or restrict the use any of your Personal Information.

1.3. Changes to this Privacy Policy

Salary reserves the right to change this Policy at any time. All changes will be posted on the Websites and an email will be sent to Customer in such event, Salary will update the "Last Updated" date above. Please be sure to review any changes made to the Privacy Policy by occasionally checking our homepage for updates. Your continued use of the Websites and Service(s) will constitute your agreement to any such updates.

2. Salary Collected Data

2.1. What Categories of Information Do We Collect?

As part of your use and access to the Websites and/or the Service, we may ask you to share certain categories of data and we or our partners may collect other categories of data (together, the "Salary Collected Data"). Salary Collected Data includes:

1. Personal Information. Personal Information is information that identifies, relates to, describes, or is reasonably capable of being associated with a particular person, including:
 - a. Your name and contact information.
 - b. Information about your employment, including compensation.
 - c. Payment information. If you purchase a subscription to the Service or any other product or service, Salary may collect and process your payment information, including credit card numbers and billing information, using third party service providers which are PCI-compliant.
 - d. Certain information about your use of the Websites, such as your Internet Protocol ("IP") address. (Some jurisdictions consider IP addresses to be Personal information. While an IP address alone does not identify a specific person, it can be used together with other types of information to do so).
2. Other User Information. We may also collect other, non-identifying information associated with your use of the Websites or the Services, such as browser type, referral source, length of visit and pages viewed, actions taken and pages viewed on the Websites or in the Service, next URL visited (regardless of whether it is a Salary Website), and other similar information. We collect this information using tracking technologies such as cookies or other similar technologies. Please see below for more information.
3. Third-Party Information. You may also provide information about third parties, such as your employer, your employees, or your employer's employees.

2.2. How do we Collect Information?

2.2.1. Websites and The Services

Salary collects information (i) when you fill out information forms, (ii) when you buy or download products or services, (iii) when you use the Services, and (iv) when you interact with us or other customers on or through the Websites or the Services, including on line chat rooms or message boards.

2.2.2. Cookies

Salary and certain third parties may use various tracking technologies such as cookies or other similar technologies to collect information relating to the use of the Websites or the Services. Salary uses both “per-session” and “persistent” cookies.

Cookies are small bits of data stored locally by a browser that saves information and helps the hosting website identify the user upon subsequent visits. Cookies are uniquely assigned to the users' computer and may only be read by a web server located within the domain that originally issued the cookie. Cookies generally assist users by performing certain functions such as saving passwords and personal preferences for a website. “Persistent” cookies are stored for a set length of time determined by the web server when it passes the cookie on to the browser and are used to store information between visits to a site. “Per-session” cookies are used to store information only within a single session and are only cached while a user is visiting the web server that issues the per-session cookie. Per-session cookies are deleted from the cache when the user closes the session. Most browsers allow users to specify whether they would like to accept or decline cookies. Declining use of cookies in conjunction with the Websites or the Service may hinder performance and negatively impact the user experience. Use of cookies or similar technologies by Salary's advertisers or other third parties is not covered by this Privacy Policy and Salary does not have access or control over any such cookies or similar technologies.

You can access [Salary's Privacy Controls here](#) to learn more about and manage the cookies we use on the Websites.

2.2.3. Clear Gifs

Salary and its partners may also employ clear gifs (a.k.a. Web Beacons/Web Bugs), that help Salary better manage content on the Websites and in the Service by informing Salary what content is effective. Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the period at the end of this sentence.

2.2.4. Log Files

Salary gathers certain information about a visitor's visit, access, and use of the Websites and/or the Service and stores such information in log files. This information includes IP addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and click stream data. Salary may use this information to analyze trends, to administer the Websites and the Service, to track visitors' movements around the Websites and the Service and to gather demographic information about our visitor base as a whole.

2.2.5 Payment Info

We use PCI-compliant third-party service providers to collect and process payment information, including credit card numbers and billing information. We do not collect or store credit card information or other payment information.

2.3. Children

The Websites and Service are intended for use by adults and are not intended for or targeted at children under 13 years of age. Salary does not knowingly or intentionally collect information or data on children under 13 years of age. Please contact Salary at privacy@salary.com if you believe that Salary has collected information about a child under 13 years of age.

3. How We Use Salary Collected Data

3.1. For What Purposes Do We Use Salary Collected Data?

Salary may use the Salary Collected Data for business purposes including, but not limited to the following:

- (i) To provide the Websites, the Service, and related support services.
- (ii) To personalize your user experience and tailor Salary interactions with you.
- (iii) To analyze usage and effectiveness of the Websites, the Service, and other services, products, and offerings.
- (iv) To communicate with you and our other customers about the Websites, the Service, and/or other products, services, or offerings.
- (v) To complete your transactions or purchase.

Salary may also anonymize or de-identify the Salary Collected Data so that by it cannot be linked to a person and aggregate that information with other information and use such anonymized and aggregated information to improve our products and services.

3.2 Third Parties

Service Providers

Salary may permit certain third-party service providers to collect non-personally identifiable data concerning your use of our Websites through the use of tracking technologies such as cookies and other similar technologies. Salary uses the data gathered by these service providers to maintain our Websites and to deliver the Services to our customers and to support the business purposes listed in the previous section.

Salary may permit other service providers to access the Salary Collected Data for the same purposes, i.e., to help Salary to maintain the Websites and deliver the Services to our customers.

We do not sell or share Personal Information with these service providers, nor do we permit them to collect Personal Information.

Advertisers

Salary may use third-party advertisers to serve or present ads on the Websites. Advertisers may use information about you and your visits to the Websites and other sites in order to provide advertisements on Salary's Websites and other sites about goods and services that may be of interest to you. Advertisers may use cookies, clear gifs, or other similar technology to help present, better target, and/or measure the effectiveness of their advertisements, using data gathered over time and across their networks to determine the characteristics and preferences of their audience.

Advertisers may collect IP addresses, which we consider Personal Information under this Policy, as part of the information they collect from the Websites.

We do not directly sell Personal Information to advertisers. However, when a Website user clicks on an ad appearing on our website, the advertiser may be paid a fee. Our advertisers may share a portion of such a fee with us.

Some of our advertisers use may be members of the Network Advertising Initiative (NAI). Individuals may opt-out of targeted advertising delivered by NAI member ad networks by visiting www.networkadvertising.org. Salary may also use advertising networks that are members of the Digital Advertising Alliance. Such advertisements can be identified by the DAA icon. You can click on the DAA icon in the advertisements themselves to manage your preferences.

Required Disclosures

We may disclose your Personal Information if required by law or if Salary believes that such use or disclosure is necessary to protect Salary's or Salary's business partner's rights, protect your safety or the safety of others, investigate fraud, or comply with a law, court order, or legal process. In addition, Salary may disclose, remove, or change information you provide about third parties if properly instructed by the individual who is the subject of such information.

Some of Salary's offerings may be jointly sponsored by Salary and one or more third parties. If you sign up for these offerings, be aware that your information may also be collected by and shared with those third parties. Please familiarize yourself with their privacy policies to gain an understanding of the manner in which they will handle information about you.

Notwithstanding anything to the contrary herein, in the event Salary goes through a business transition, such as a merger, acquisition, change in control, or sale of all or a portion of its assets, Salary may disclose, sell, transfer, or assign its rights to the Salary Collected Data as part of such business transition. Salary will use reasonable efforts to notify you in the event of any such business transition, sale, transfer, or assignment of Salary's rights to the Salary Collected Data.

3.3. Social Media and Third-Party Sites

The Websites contain links to third party sites that are not owned or controlled by Salary, including links to social media platforms such as Facebook. The Websites may also contain various social media tools, integrations, or widgets such as the Facebook Like button. Please be aware that Salary is not responsible

for the privacy practices of such other sites or social media tools. Salary encourages you to be aware when you visit any third-party site or use any social media tools and to read the privacy statements of each and every third-party site you visit. This Privacy Policy applies only to the Websites and the Service.

3.4. Visitor Comments and Forums

The Websites or the Service may include functionality that allows you and others to access, view, and post comments on or through blogs, forums, or similar media. Any information or material you post or otherwise make available through such media may be viewed, read, saved, collected, and used by Salary and others, including members of the public. Salary is not responsible for and will have no liability arising from or related to any information or materials posted or otherwise made available by any third party through these media.

4. International

4.1. International Transfers

If you are visiting the Websites from outside the United States, please be aware that any information you provide to Salary, including Personal Information, will be processed within the United States. In addition, Salary is a global organization with business processes, management structures, and technical systems that cross international borders. As such, Salary may share, transfer, and access information about you from locations and countries throughout the world where we do business or have offices. Where Salary transfers Personal Information received from the EEA to any other country, Salary uses the Standard Contractual Clauses issued by the European Commission to ensure adequate safeguards in relation to such transfers. If you would like to learn more about the safeguards Salary has in place in relation to such transfers, please contact Salary at privacy@salary.com. This Privacy Policy is designed to provide a globally consistent level of protection for personal information all over the world. This means that even in countries whose laws provide for less protection for your personal information, Salary will still handle your information in the manner described here.

4.2. PIPEDA

The Websites abide by the principles established in Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA"). The PIPEDA principles are: (i) accountability/compliance with the principles, (ii) identification of the purposes/reasons for collecting the personal information, (iii) consent to the collection of the personal information, (iv) limiting the collection to only what is necessary in order to achieve the desired tasks, (v) limiting the use, disclosure and retention of the personal information, (vi) maintaining accurate data, (vii) safeguarding data with appropriate security policies, and (viii) making policies easily available to employees and customers.

5. General

5.1. Service Providers

Salary may employ other companies, individuals, or consultants to help us to provide the Websites and the Services to you. For example, Salary may use such service providers to host data and information, send and receive emails, process credit card payments, and provide customer service. Salary will ensure that all such service providers adhere to privacy, security, and data handling practices at least as protective as Salary's own privacy, security, and data handling practices.

You agree that Salary may share the Salary Collected Data with such service providers for the above purposes.

5.2. Security

Salary uses reasonable physical, administrative and technical safeguards to help protect the Salary Collected Data from unauthorized access, use and disclosure. For example, when a customer places an order online through any of Salary's Websites, the customer's credit card, personal information, employee and related account information is protected through the use of a secure encryption such as the Secure Socket Layer ("SSL") protocol. Salary also requires that its suppliers protect such information from unauthorized access, use, and disclosure.

5.3. Access Rights and Unsubscribing

5.3.1. Access Rights

Salary will provide you with reasonable access to your Personal Information, including in some cases employee information, as well as the ability to review and correct such information. You may access, modify, or remove your Personal Information by contacting privacy@salary.com or, in some cases, by logging into the Service and making the applicable changes. In order to protect your privacy and security, Salary will take reasonable steps to verify your identity before granting you access to your Personal Information and may limit or deny access to any information where providing such access would be unreasonable, burdensome, or expensive in the circumstances. Salary will respond to requests for access within 30 days.

5.3.2. Retention

Salary may retain the Salary Collected Data for as long as you have a subscription to the Service, as it may be useful in order to potentially contact you about the Service, other services, products, or offerings, or as required by law or reasonably necessary for Salary to comply with any legal obligations, or enforce its rights or resolve disputes. Salary Collected Data which has been anonymized/de-identified and aggregated with other information may be retained indefinitely.

5.3.3. Deletion Requests

At any time, you can request that your Personal Information be deleted by either:

- a. Contacting Salary at privacy@salary.com
- b. Contacting Salary by mail at Salary.com, LLC, Attn: Support – Unsubscribe, 610 Lincoln St, North Building, Suite 200, Waltham, MA 02451.

6. California Privacy Rights

If you are a California resident, please review the following disclosures and additional information regarding the Personal Information we collect, how we use it, and your rights under California law.

We collect the following categories of Personal Information:

- We collect the categories of information set forth in Section 2 of this Policy

We collect Personal Information from the following categories of sources:

- Visitors to the Websites
- Our customers
- Cookies and other tracking technologies we and third parties may place on the Websites

We collect Personal Information for the following business or commercial purposes:

- We collect Personal Information for the purposes set forth in Section 3 of this Policy.

We do not directly sell or lease Personal information, but we do share such information with others for certain purposes.

- We permit certain advertisers to collect information, including IP addresses, from our Website users. We do not directly sell this information to those advertisers. However, when a user clicks on an ad appearing on the Websites, the advertiser may be paid a fee, and the advertiser may share a portion of that fee with us.
- We may share Salary Collected Data with the categories of third parties described in Section 3.2 of this Policy
- We may use or disclose your Personal Information if required by law or if Salary believes that such use or disclosure is necessary to protect Salary's or Salary's business partner's rights, protect your safety or the safety of others, investigate fraud, or comply with a law, court order, or legal process.

We will not retain your Personal Information for longer than is reasonably necessary for the purposes listed above.

- We will retain Salary Collected Data in accordance with Section 5.3.2 of this Policy.

If you are a California resident, you have the following rights with respect to your personal information.

- You have the right to request that we delete your Personal Information.
- You have the right to request that we correct any inaccurate Personal Information about you.
- You have the right to request that we disclose to you (1) the categories of Personal Information we collect, (2) the categories of sources from which Personal Information is collected, (3) the

business or commercial purpose for collecting or sharing Personal Information, (4) the categories of third parties to whom we disclose Personal Information, and (5) the specific pieces of Personal Information we have collected about you. Please see our disclosures above.

- You have the right to request that we disclose to you (1) the categories of Personal Information we have collected about you, (2) the categories of Personal Information about you that we have shared and the categories of third parties with whom we shared such information, and (3) the categories of Personal Information that we have disclosed about you for a business purpose and the categories of persons to whom it was disclosed for a business purpose. Please see our disclosures above.
- You have the right to request that we provide an accounting of the categories of Personal Information we shared with a third party for the purpose of direct marketing in the previous calendar year, and the identity the third parties with whom such information was shared.
- You have the right to direct us to not to sell or share your Personal Information with third parties. This right may be referred to as the “right to opt-out” of sale or sharing.

If you wish to exercise **your right to opt out**, please click [here](#)

If you wish to exercise **your other California rights**, please send your request to us at privacy@salary.com or call our toll-free number **1-844-725-2792** or you can contact us by regular mail at:

Salary.com, LLC,
Attn: Support – Unsubscribe
610 Lincoln St, North Building, Suite 200
Waltham, MA 02451

If we can reasonably verify that we have collected Personal Information about you, then we will comply with your request in accordance with California law. Please note that in some cases we may be unable to satisfy a request to delete Personal Information because we need the information for legitimate business purposes or to comply with legal requirements.

Last, California law prohibits any form of retaliation or discrimination against a California resident who exercises any of the above rights.

Exhibit I

salary.comTM

Order Form

610 Lincoln St. North Building, Suite # 200 Waltham, MA 02451

Customer:	City of Denton	Order Type:	New Business
Number of FTEs:	1,740	Total Annual Price:	USD 40,794.00
Subscription Start Date:	Nov 3, 2025	Subscription End Date:	Nov 2, 2028

Subscription Service	QTY	Term (Months)
CompAnalyst Enterprise		36
CompAnalyst Market Data - US		36
CompAnalyst Integrations-Automated Data Exchange		36
CompXL Suite:		
CompXL-Total Rewards Statement		36
Survey - US Not-For-Profit and Government Suite (South Central - Participant)		36
Total Annual Price:		USD 40,794.00

Billing Information:

- **FTE:** 1,740
- **Payment Term:** Net 30
- **Invoice Frequency:** Annually
- **PO (if required):**
- **Special Billing Instructions:** N/A

Failure to Participate: Participant surveys require annual participation to be submitted within 60 days of contract execution / renewal. Participation requires the acceptable submission of all of participant's employees, jobs, pay, locations and benefits. Failure to provide an acceptable submission of data within 60 days will result in the participant being charged an upgrade fee equal to the difference between the current listed non-participant price and participant annual price.

Terms: This Order is governed by the terms of the Contract by and between City of Denton and Salary.com, LLC (Contract #8702), attached hereto, the terms of which are incorporated into this Order for all purposes. If there is a conflict between the terms of this Order and the DSA, this Order governs. This Order and the DSA are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this Order.

Customer Contact: Charla Warren 601 East Hickory Street Denton, Texas 76205 Phone: (940) 349-8070 Email: charla.warren@cityofdenton.com	Customer Billing Contact: Accounts Payable 601 East Hickory Street Denton, Texas 76205 Phone: (940) 349-8342 Email: accountspayable@cityofdenton.com
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Account Executive: Tom Fasolo Email: tom.fasolo@salary.com Phone: (781) 428-4278	Account Manager: Ashley Endress Email: ashley.endress@salary.com Phone: 1.781.552.4619
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Renewals: This Order shall run for a three year initial term with the option for two subsequent one-year renewals upon mutual agreement of the parties.

City of Denton

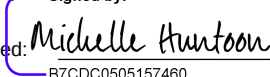
Signed: _____

By Name: _____

Title: _____

Date: _____

Salary.com, LLC:

Signed:  _____
B7CDC0505157460...

By Name: Michelle Huntoon

Title: Senior Corporate Counsel

Date: 10/16/2025

CONFLICT OF INTEREST QUESTIONNAIRE -**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

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

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

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

Salary.com, 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._____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

4 ☒ I have no Conflict of Interest to disclose.**5** Signed by:*Michelle Huntoon*

10/16/2025

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: 290F0156-F785-4175-806E-4E5B71A1FE84

Status: Sent

Subject: Please DocuSign: City Council Contract 8702 Compensation Platform

Source Envelope:

Document Pages: 56

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christina Dormady

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

christina.dormady@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Christina Dormady

Location: DocuSign

10/15/2025 2:43:46 PM

christina.dormady@cityofdenton.com

Signer Events

Signature

Timestamp

Christina Dormady

Completed

Sent: 10/15/2025 2:50:15 PM

christina.dormady@cityofdenton.com

Viewed: 10/15/2025 2:50:24 PM

Buyer

Signed: 10/15/2025 2:51:13 PM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Sent: 10/15/2025 2:51:16 PM

lori.hewell@cityofdenton.com

Viewed: 10/15/2025 3:04:35 PM

Purchasing Manager

Signed: 10/15/2025 3:05:13 PM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

Sent: 10/15/2025 3:05:16 PM

marcella.lunn@cityofdenton.com

Viewed: 10/15/2025 4:10:52 PM

Senior Deputy City Attorney

Signed: 10/15/2025 4:14:26 PM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle Huntoon

Signed by:
Michelle Huntoon
B7CDC0505157460...

Sent: 10/15/2025 4:14:28 PM

contracts@salary.com

Viewed: 10/16/2025 8:04:02 AM

Senior Corporate Counsel

Signed: 10/16/2025 8:05:08 AM

Salary.com, LLC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

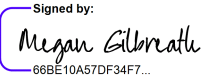
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2601:19c:5000:1d60:75f9:467d:a868:4986

Electronic Record and Signature Disclosure:

Accepted: 10/16/2025 8:04:02 AM

ID: 494283e4-4b80-446c-95ee-78785a1b19cd

Signer Events	Signature	Timestamp
Megan Gilbreath Megan.gilbreath@cityofdenton.com HR Director City of Denton - Human Resources Security Level: Email, Account Authentication (None)	Signed by:  66BE10A57DF34F7... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/16/2025 8:05:10 AM Viewed: 10/17/2025 9:20:41 AM Signed: 10/17/2025 9:23:22 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: 10/17/2025 9:23:25 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:
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)	COPIED	Sent: 10/15/2025 2:51:16 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/17/2025 9:23:26 AM Viewed: 10/20/2025 11:03:08 AM
Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Charla Warren charla.warren@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/22/2024 4:16:23 PM ID: 078fc7c0-5a0c-48f1-8c21-e23cf8b85104		
Tom Fasolo Tom.fasolo@salary.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	10/15/2025 2:50:15 PM
Envelope Updated	Security Checked	10/17/2025 8:59:52 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.

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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.

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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.

To request paper copies from City of Denton

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:	•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.