

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND HOWELL DESIGN GROUP, LLC (HDG), AMENDING THE CONTRACT APPROVED BY PURCHASING ON MAY 28, 2021, IN THE NOT-TO-EXCEED AMOUNT OF \$45,000.00; AMENDED BY AMENDMENT 1 APPROVED BY THE CITY COUNCIL; SAID SECOND AMENDMENT FOR ADDITIONAL SECURITY CONSULTING AND DESIGN SERVICES FOR THE FACILITIES MANAGEMENT DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (PSA 7723 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$527,300.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$647,300.00).

WHEREAS, on May 28, 2021, Purchasing awarded a contract to Howell Design Group, LLC (HDG), in the amount of \$45,000.00, for security consulting services; and

WHEREAS, on November 2, 2021, City Council awarded a First Amendment to Howell Design Group, LLC (HDG) in the amount of \$75,000.00, to continue to provide security consulting services; and

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

WHEREAS, the additional fees under the proposed Second Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees applicable to the Provider’s profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Second Amendment, increasing the amount of the contract between the City and Howell Design Group, LLC (HDG), which is on file in the office of the Purchasing Agent, in the amount of Five Hundred Twenty-Seven Thousand Three Hundred and 0/100 (\$527,300.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$647,300.00.

SECTION 2. 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:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
VACANT, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2023.

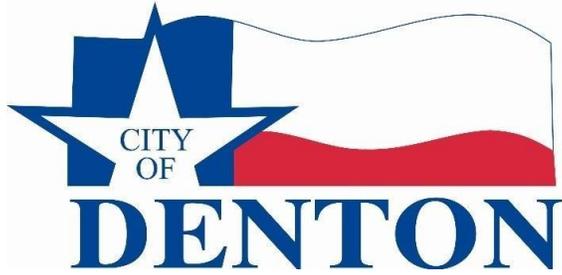
GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn
Digitally signed by Marcella Lunn
 DN: cn=Marcella Lunn, o, ou=City
 of Denton,
 email=marcella.lunn@cityofdenton.com, c=US
 Date: 2023.04.12 09:44:52 -05'00'



DocuSign City Council Transmittal Coversheet

PSA	7723
File Name	Security Consulting Services Amendment 2
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND HOWELL DESIGN GROUP, LLC
PSA 7723**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 7723 (“Amendment”) by and between the City of Denton, Texas (“City”) and Howell Design Group, LLC (“Consultant”); to that certain contract executed on May 28, 2021, in the original not-to-exceed amount of \$45,000 (the “Original Agreement”); amended on November 02, 2021, in the additional amount of \$75,000 aggregating a not-to-exceed amount of \$120,000 (the “First Amendment”); (collectively, the Original Agreement, and the First Amendment, are the “Agreement”) for services related to Security Consulting Services.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$527,300 with this Amendment for an aggregate not-to-exceed amount of \$647,300; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Consultant to the City;

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

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to Security Consulting Services, are hereby authorized to be performed by Consultant. For and in consideration of the additional services to be performed by Consultant, the City agrees to pay, based on the cost estimate detail attached, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$527,300.
2. This Amendment modifies the Agreement amount to provide an additional \$527,300 for the additional services with a revised aggregate not to exceed total of \$647,300

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

IN WITNESS WHEREOF, the City and the Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date _____.

“Consultant”

Howell Design Group, LLC (HDG)

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: ^{DocuSigned by:}
Jimmie Lee Howell
B18C2009C026465...

By: _____

AUTHORIZED SIGNATURE, TITLE
APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY
ATTORNEY

ATTEST:
ROSA RIOS, CITY SECRETARY

By: ^{DocuSigned by:}
Marcella Luna
4B070831B4AA438...

By: _____

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

^{DocuSigned by:}
Christine Taylor Christine Taylor
SIGNATURE PRINTED NAME

Assistant City Manager
TITLE

City Manager's Office
DEPARTMENT

HOWELL DESIGN GROUP

SECURITY CONSULTING & DESIGN SERVICES

November 15, 2022

Trevor Crain
City of Denton
215 E McKinney Street
Denton, TX 76205

RE: Proposal for Security and Low Voltage Consulting for the City of Denton.

Mr. Crain,

Howell Design Group (HDG) appreciates the opportunity to provide this proposal for our services to the City of Denton.

Scope of Work

HDG proposes to provide support as requested, but not limited to:

1. Implementation of Genetec security software
 - a. Conversion from WinPak to Genetec
 - b. Conversion from Ocularis to Genetec
2. New Construction
 - a. Security (access control, intrusion, and surveillance) designs
 - b. Design review
 - c. Construction Administration
3. Renovations
 - a. Security (access control, intrusion, and surveillance) designs
 - b. Design review
 - c. Construction Administration
4. Managed Services
 - a. Assisting the City of Denton regarding their contracted access control vendor.
 - b. Assisting the City of Denton regarding troubleshooting and correcting access control software and hardware issues.
 - c. Assisting the City of Denton regarding the development of processes, Standard Operating Procedures, Memorandums of Understanding, and policies regarding access control, intrusion, surveillance, and low voltage based on industry standards and best practices.

HOWELL DESIGN GROUP

SECURITY CONSULTING & DESIGN SERVICES

Proposed Fee:

HDG is proposing to provide services at the following hourly rates:

Service	Description	Hourly Rate
Subject Matter Expert	Professional Witness	\$225
Senior Consultant	Managed services, implementation oversight, risk assessment, and process administration.	\$175
Consultant	Managed services, implementation oversight, risk assessment, and process administration.	\$125
Senior Designer	Design, design review, construction administration, and low voltage commissioning.	\$150
Designer	Design, design review, construction administration, and low voltage commissioning.	\$125
Revit/Virtual Design	Revit & CAD Files.	\$85

Fixed fee amounts do not include travel expenses. Travel expenses include airfare, lodging, rental car/ride share, and per diem meals (\$55 per day). Expenses are billed at the incurred rates. Expenses are agreed upon by both parties prior to incurrence.

Clarifications:

To manage the expectations of this project the following clarifications apply:

1. Any work for projects other than those listed is considered outside the scope of this project and must be agreed upon in writing by both parties prior to any work beginning.
2. Travel time will be counted as project time and billed at the hourly rate listed in this proposal.
3. Terms are NET30 unless otherwise agreed upon by both parties.

If City of Denton agrees to this proposal and wishes HDG to begin working on the scope of services please sign the below signature as approval for this proposal and notice to proceed with authorization to bill for services rendered.

City of Denton

Print Name: _____ Date: ____/____/____

Signature: _____

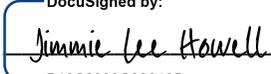
Title: _____

HOWELL DESIGN GROUP

SECURITY CONSULTING & DESIGN SERVICES

Howell Design Group

Print Name: Charlie Howell Date: ##/##/2022

Signature: 

Title: Principal

Contact information: Cell-916-716-0782 | Email:Chowell@howell-design-group.com

Certificate Of Completion

Envelope Id: 494E152DF4194DCC9609B97C8671E4C2	Status: Sent
Subject: Please DocuSign: City Council Contract 7723 Security Consulting Services Amendment 2	
Source Envelope:	
Document Pages: 6	Signatures: 4
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Gabby Leeper
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Gabby.Leeper@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Gabby Leeper	Location: DocuSign
3/17/2023 4:38:42 PM	Gabby.Leeper@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Gabby Leeper gabby.leeper@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.104	Sent: 3/17/2023 4:48:41 PM Viewed: 3/17/2023 4:48:50 PM Signed: 3/17/2023 4:49:19 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/17/2023 4:49:21 PM Viewed: 3/20/2023 8:28:59 AM Signed: 3/20/2023 8:29:14 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn marcella.lunn@cityofdenton.com Mack Reinwand City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/20/2023 8:29:16 AM Viewed: 3/20/2023 4:51:18 PM Signed: 3/20/2023 4:53:01 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jimmie Lee Howell chowell@howelldg.com Principal Howell Design Group, LLC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 143.244.110.149	Sent: 3/20/2023 4:53:03 PM Viewed: 3/20/2023 5:08:19 PM Signed: 3/20/2023 5:14:43 PM
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Signer Events	Signature	Timestamp
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Christine Taylor
 Christine.Taylor@cityofdenton.com
 Assistant City Manager
 City of Denton
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 2B3E02ECE3184D8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

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 Viewed: 3/20/2023 5:28:56 PM
 Signed: 3/20/2023 5:29:08 PM

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: 3/20/2023 5:29:12 PM

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

Rosa Rios
 rosa.rios@cityofdenton.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 3/15/2023 5:39:16 PM
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 3/17/2023 4:49:21 PM

Gretna Jones
 gretna.jones@cityofdenton.com
 Legal Secretary
 City of Denton
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/20/2023 5:29:11 PM
 Viewed: 3/21/2023 10:26:39 AM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
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City Secretary Office
citysecretary@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Hailey Payne
Hailey.Payne@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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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.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

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, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

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.