



**City of Denton
Contract # 5326**

Legal Services – Mayhill Road

CONTRACT #5326
CONTRACT FOR PROFESSIONAL LEGAL SERVICES

STATE OF TEXAS §

COUNTY OF DENTON §

This AGREEMENT, made and entered into this the _____ day of _____, 2016, by and between Baker, Moran, Doggett Ma & Dobbs, LLP, 1400 Preston Road, Suite 350, Plano, Texas 75093, hereinafter referred to as "Consultant", and the City of Denton, a Texas municipal corporation, 215 East McKinney, Denton, Texas 76201, hereinafter referred to as "City".

WITNESSETH

WHEREAS, City finds it necessary to employ outside legal counsel to perform professional legal services regarding litigation styled and both currently pending in the Denton County Probate Court.

1. Cause No. PR-2014-00492, *City of Denton, Texas. v. RTS&M, LLC and Texas Capital Bank, NA*, Civil Action No. 6:08-cv-00002; and
2. Cause No. PR-2014-00309, *City of Denton, Texas v. 551 Mayhill Joint Venture and American National Bank*.

WHEREAS, Consultant is willing to perform such services in a professional manner as an independent contractor; and

WHEREAS, City desires to engage Consultant to render the professional services in connection therewith, and Consultant is willing to provide such services;

NOW, THEREFORE, in consideration of the promises and mutual obligations herein, the parties hereto do hereby mutually AGREE as follows:

1. SCOPE OF SERVICES

Consultant shall perform the following services in a professional manner working as an independent contractor not under the direct supervision and control of City, and in accordance with the Consultant's proposal of services provided in Attachment A:

Services to be provided:

1. Consultant shall evaluate the relevant facts and circumstances and shall advise City, by written opinion, with respect to its options and the legality of such options, regarding researching and responding to requests for legal services.

2. Consultant shall also consult, as requested, with the City Manager, the City Attorney, and any other designated City staff respecting any and all aspects of the services to be performed under this Contract.
3. Consultant shall perform all the professional services required in a timely fashion, and shall complete same in compliance with schedules established by City through its City Attorney, through discussions with Consultant, as appropriate to carry out the terms and conditions of this Contract.

2. TERM

This Contract shall be for a term of 36 months, beginning effective September 13, 2016 and ending on September 12, 2019. This Contract may be sooner terminated in accordance with the provisions hereof. Time is of the essence, and Consultant shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible during the term of this Contract, and to meet the schedules established by City, through its City Attorney, or as the progress of this matter may require.

3. COMPENSATION AND METHOD OF PAYMENT

- A. Consultant shall charge the following fees for its professional services hereunder, based on a remaining estimate of attorney's fees and expert witness expenses. Additionally, the following hourly billing rates for the attorneys and support staff involved in this matter are listed below:

City of Denton, Texas v. RTS&M, LLC	\$400,000
City of Denton, Texas v. 551 Mayhill Joint Venture	\$100,000
General Services	\$ 50,000
Outstanding fees accrued from prior engagement*	\$150,000
<u>Total Not to Exceed Amount</u>	<u>\$700,000</u>

All of the amounts shown are maximum, not to exceed amounts without prior written approval. Please note that for the new engagement funds estimate, \$550,000, there is an estimate of 30%-50% of those monies are allocated for expert witnesses, consultants, and non-legal fees. Also note that out of the outstanding amount of approximately \$150,000 in work performed, but unpaid, approximately \$50,000 of that amount is for consultants and experts, the balance of that owed is for legal fees and expenses.

Fee Schedule for City of Denton
MAYHILL ROAD PAVING AND DRAINAGE IMPROVEMENTS PROJECT

<u>Attorneys</u>	<u>Proposed Rate</u>
Scott T. Doggett	\$295.00
R. Scott Moran	\$295.00
John Baker	\$295.00
Preston Dobbs	\$295.00
Michael Ma	\$295.00
Jordan Miller	\$225.00
Paralegals and Legal Assistants	\$125.00

Attorney time will be billed at one tenth (.1) hour minimum billing increments.

- B. Consultant will try to reduce costs whenever feasible by utilizing qualified principals, associates, paralegals, and law clerks. Consultant shall bill City through the submission of itemized invoices, statements, and other documentation, together with supporting data indicating the progress of the work and the services performed on the basis of monthly statements showing hourly rates indicating who performed the work, what type of work was done, and descriptions and/or details of all services rendered, along with specific description and supporting documentation, if available, respecting any reasonable and necessary out-of-pocket expenses incurred.
- C. Consultant estimates and City agrees that all charges for the legal services hereunder, including reasonable out-of-pocket expenses, **shall not exceed five-hundred and fifty thousand dollars (\$550,000)**, and Consultant agrees to notify City and seek a modification of the Contract should the total fees exceed such amount.
- D. City shall either pay directly or reimburse Consultant, as the case may be, for reasonable and necessary actual out-of-pocket expenses, including but not limited to, long-distance telephone, telecopier, reproduction, overnight courier, on-line research, and travel. All copies will be charged at the rate of ten cents (\$0.10) per copy for copies made within Consultant's offices, with as much photocopying as possible being done by outside vendors at bulk rates or by the city to reduce costs if bulk copying is necessary. The parties agree that there will be no charges for outgoing telecopies or incoming telecopies. Whenever feasible, City encourages cost savings by the use of computer files in Microsoft Word or Adobe Acrobat formats, attached to e-mail transmissions.
- E. The parties anticipate invoices or statements for services will be generated on a monthly basis and that said invoices or statements will be sent on or about the 1st day of each month. City shall make payment to Consultant within 30 days of the satisfactory completion of services and receipt of an itemized invoice or statement. All reimbursable expenses, including, but not necessarily limited to travel, lodging, and meals shall be paid at the actual cost, pursuant to the terms, conditions, and limitations hereinabove set forth. All invoices and bills shall be approved for payment by the City Attorney.

- F. It is understood that Consultant shall work with the coordination and general supervision of the City Attorney, the Deputy City Attorney, and the City's Real Estate Division.
- G. All notices, billing statements and invoices shall be made in writing and may be given by personal delivery or by mail. Notices and invoices sent by mail shall be addressed to: **Paul Williamson, Real Estate Manager, 215 East McKinney, Denton, Texas 76201**. When so addressed, the notice, invoice, and/or payment shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, invoices, and/or payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the responsible person or office to whom notices, invoices, and/or payments are to be sent, provided reasonable written notice is given.
- H. Consultant is generally authorized to engage the services of qualified local counsel, service vendors, consulting experts, and testifying experts, as reasonably necessary to accomplish the services herein, reduce costs, or increase efficiency. Consultant shall obtain City's prior written approval before engaging local counsel, licensed investigators, consulting experts, or testifying experts. Consultant may select and engage service providers such as court reporters, videographers, document reproduction services, and the like at Consultant's professional discretion without specific approval. All such services shall be paid by Consultant, and invoiced back to City as a line item in Consultant's next monthly invoice, to be reimbursed by City at actual cost. Unless otherwise stated, such expenses shall be a component of the budget set forth in paragraph 3.C. of this Contract.

4. PROFESSIONAL COMPETENCY

- A. Consultant agrees that in the performance of these professional services, Consultant shall be responsible for the level of competency and shall use the same degree of skill and care presently maintained by other practicing professionals performing the same or similar types of work. For the purpose of this Contract, the key persons who will be performing most of the work hereunder shall be **Scott T. Doggett**. However, nothing herein shall limit Consultant from using other qualified and competent members of its firm to perform the services required herein.
- B. All legal opinions and other legal documents prepared or obtained under the terms of this Contract are instruments of service and City shall retain ownership and a property interest therein. If this Contract is terminated at any time for any reason prior to payment to Consultant for work under this Contract, all such documents prepared or obtained under the terms of the Contract shall upon termination be delivered to and become the property of City upon request and without restriction on their use or further compensation to Consultant.

5. ESTABLISHMENT AND MAINTENANCE OF RECORDS

Full and accurate records shall be maintained by Consultant at its place of business with respect to all matters covered by this Contract. Such records shall be maintained for a period of at least three years after receipt of final payment under this Contract.

6. AUDITS AND INSPECTION

City shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. Consultant shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five 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 10 business days of written request. Further, Consultant shall also require all subconsultants, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by 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 Consultant which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this Contract and shall constitute, in 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.

7. ACCOMPLISHMENT OF PROJECT

Consultant shall commence, carry on, and complete any and all projects with all practicable dispatch, in a sound, economical and efficient manner, and, in accordance with the provisions hereof and all applicable laws. In accomplishing the projects, Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by City.

8. INDEMNITY AND INDEPENDENT CONTRACTOR RELATIONSHIP

A. Consultant shall perform all services as an independent contractor not under the direct supervision and control of City. Nothing herein shall be construed as creating a relationship of employer and employee between the parties. City and Consultant agree to cooperate in the defense of any claims, actions, suits, or proceedings of any kind brought by a third party which may result from or directly or indirectly arise from any negligence and/or errors or omissions on the part of Consultant, or from any breach of Consultant's obligations under this Contract. In the event any litigation or claim is brought under this Contract in which City is joined as a party, Consultant shall provide suitable counsel to defend City and Consultant against such claim; provided however, that City shall have the right to proceed with competent counsel of its own choosing. Consultant agrees to defend, indemnify and hold harmless City and all of its officers, attorneys, agents, servants, and employees against any and all such claims to the extent not otherwise covered by Consultant's professional liability policy. Consultant agrees to pay all expenses, including but not limited to attorney fees, and satisfy all judgments that arise under such third party claims, but are not otherwise satisfied

by Consultant's professional liability insurance policy. Nothing herein constitutes a waiver of any rights or remedies City may have to pursue under either law or equity, including, without limitation, a cause of action for specific performance or for damages, a loss to City resulting from Consultant's negligent errors or omissions, or breach of contract, and all such rights and remedies are expressly reserved.

- B. Consultant shall maintain and shall be caused to be in force at all times during the term of this Contract, a legally binding policy of professional liability insurance, issued by an insurance carrier approved to do business in the State of Texas by the State Insurance Commission, which carrier must be rated by Best Rated Carriers, with a rating of "A" or higher. Such coverage shall cover any claim hereunder occasioned by Consultant's negligent professional act and/or error or omission, in an amount not less than \$500,000 combined single limit coverage occurrence. In the event of change or cancellation of the policy by the insurer, Consultant hereby covenants to immediately advise City thereof; and in such event, Consultant shall, prior to the effective date of change or cancellation, serve a substitute policy furnishing the same coverage to City. Consultant shall provide a copy of such policy and the declarations page of the existing policy to City through its City Attorney, simultaneously with the execution of this Contract.

9. TERMINATION OF AGREEMENT

- A. In connection with the work outlined in this Contract, it is agreed and fully understood by Consultant that City may cancel or indefinitely suspend further work hereunder or terminate this Contract at any time upon written notice to Consultant, Consultant shall cease all work and labor being performed under this Contract. Consultant may terminate this Contract by giving City 30 day's written notice that Consultant is no longer in a position to continue representing City. Consultant shall invoice City for all work satisfactorily completed and shall be compensated in accordance with the terms of this Contract. All reports and other documents, or data, or work related to the project shall become the property of City upon termination of this Contract.
- B. This Contract may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party. Provided, however, that no such termination may be effected, unless the other party is given [1] written notice (delivered by certified mail, return receipt requested) of intent to terminate, and not less than 30 calendar days to cure the failure; and [2] an opportunity for consultation with the terminating party prior to termination.
- C. Nothing contained herein or elsewhere in this Contract shall require City to pay for any work which is unsatisfactory or which is not submitted in compliance with the terms of this Contract.

10. ALTERNATE DISPUTE RESOLUTION

Consultant agrees that, if necessary, it will use its best efforts to resolve any disputes regarding the Contract through the use of mediation or other forms of alternate dispute resolution set forth in Chapter 154 of the Texas Civil Practice and Remedies Code.

11. ENTIRE AGREEMENT

This Contract represents the entire agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this written Contract. Any supplement or amendment to this Contract to be effective shall be in writing and signed by City and Consultant.

12. COMPLIANCE WITH LAWS

Consultant shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereafter be amended, including but not limited to the Texas Disciplinary Rules of Professional Conduct.

13. GOVERNING LAW

For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of Denton, State of Texas, and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall be exclusively in a court of competent jurisdiction sitting in Denton County.

14. DISCRIMINATION PROHIBITED

In performing the services required hereunder, Consultant shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

15. PERSONNEL

- A. Consultant represents that it has or will secure at its own expense all personnel required to perform all the services required under this Contract. Such personnel shall not be employees or have any contractual relations with City. Consultant shall inform City of any conflict of interest or potential conflict of interest that may arise during the term of this Contract, in accordance with Consultant's responsibilities under the Texas Disciplinary Rules of Professional Conduct.
- B. All services required hereunder will be performed by Consultant or under its direct supervision. All personnel engaged in work shall be qualified and shall be authorized or permitted under state and local laws to perform such services.

16. ASSIGNABILITY

Consultant shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment, novation, or otherwise) without the prior written consent of City thereto.

17. SEVERABILITY

All agreements and covenants contained herein are severable, and in the event any of them, with the exception of those contained in sections headed "Scope of Services", "Independent Contractor Relationship," and "Compensation and Method of Payment" hereof, shall be held to be invalid by any court of competent jurisdiction, this Contract shall be interpreted as though such invalid agreements or covenants were not contained herein.

18. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

Approval by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of its work; nor shall such approval be deemed to be an assumption of such responsibility of City for any defect in any report or other documents prepared by Consultant, its employees, officers, agents and consultants.

19. MODIFICATION OF AGREEMENT

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid; and, the parties further agree that the provisions of this section will not be waived as herein set forth.

20. CAPTIONS

The captions of this Contract are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Contract.

21. BINDING EFFECT

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

IN WITNESS HEREOF, the City of Denton, Texas, has caused this Contract to be executed by its duly authorized City Manager, and Consultant has executed this Contract through its duly authorized undersigned partner.

CITY OF DENTON

BY: _____
HOWARD MARTIN
CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: _____

BAKER MORAN DOGGETT MA & DOBBS, LLP

BY: _____
DocuSigned by:
Scott T. Doggett
770E4F4E4DE44B2
SCOTT T. DOGGETT, a General Partner
Email: sdoggett@bakermoran.com
Phone: 469-351-3500

Contract #5326 Attachment A

Consultant's Proposal of Services



SCOTT TURNER DOGGETT

WRITER'S DIRECT DIAL
(469) 351-3491

WRITER'S FACSIMILE
(469) 351-3490

WRITER'S EMAIL ADDRESS
sdoggett@bakermoran.com

EXHIBIT "A" TO PROFESSIONAL LEGAL SERVICES CONTRACT #5236

September 1, 2016

Via Email to: Anita.Burgess@cityofdenton.com

Anita Burgess
City Attorney
City of Denton
215 East McKinney Street
Denton, Texas 76201

Re: Engagement for Legal Services for the City of Denton
Condemnation/Acquisitions for Mayhill Road Widening and Improvements
project.

Dear Ms. Burgess:

I write to present a proposed engagement of my law firm to provide professional legal services for the City of Denton in condemnation cases for the Mayhill Road Widening and Improvements project. The current scope of the proposed engagement includes our firm's representation of the City in two cases for which we are serving as outside counsel, pending before the Denton County Probate Court:

1. Cause No. PR-2014-00492, *City of Denton, Texas v. RTS&M, LLC and Texas Capital Bank, NA*; and,
2. Cause No. PR-2014-00309, *City of Denton, Texas v. 551 Mayhill Joint Venture and American National Bank.*

From my discussion with staff, I understand these to be the only remaining acquisitions pending for the Mayhill Road Widening and Improvements project at the current time. In the event that further legal assistance is needed for additional acquisitions, we may need to supplement this engagement. It has been a privilege serving you and the City of Denton.

Baker Moran Doggett Ma & Dobbs LLP

♦ 1400 Preston Road ♦ Suite 350 ♦ Plano, Texas 75093 ♦ (469) 351-3500

September 1, 2016

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Based upon our estimate of work anticipated through trial of these two cases, our conservative estimate of attorneys' fees and expert witness expenses requires us to seek additional fee authorization. This engagement is for \$700,000 in expenditures through our firm, allocated as follows:

For work proceeding forward from the date of this engagement

<i>City of Denton, Texas v. RTS&M, LLC-</i>	\$400,000
<i>City of Denton, Texas v. 551 Mayhill Joint Venture-</i>	\$100,000
<i>General Services-</i>	<u>\$ 50,000</u>
<u>Subtotal</u>	<u>\$ 550,000</u>
<u>Outstanding fees accrued from prior engagement*</u>	<u>\$ 150,000</u>
TOTAL	<u>\$700,000</u>

All of the amounts shown are maximum, not to exceed amounts without prior written approval. I must note that for the new engagement funds estimate, \$550,000, we have estimated that 30%-35% of those monies are allocated for expert witnesses, consultants, and non-legal fees. This letter is intended to serve as an exhibit to the Professional Legal Services Contract #5326. Our current billing rates are set forth on the attached rate sheet. *Please note that out of the outstanding amount of approximately \$150,000 in work performed but unpaid, approximately \$50,000 of that amount is for consultants and experts; the balance of that owed is for legal fees and expenses.

You also need to be aware of the following, which we are required to disclose to you under the Texas Lawyer's Creed:

1. We are bound to follow the Texas Lawyer's Creed, as set forth in this letter.
2. Civility and courtesy to the opposition and their counsel are expected and are not a sign of weakness.
3. From time to time, we may advise you to follow expected norms of proper behavior in various settings.
4. We will not pursue conduct that is intended primarily to harass or drain the financial resources of the opposing party.

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5. We will not pursue tactics that are intended primarily for delay.
6. We will not pursue any course of action that is without merit.
7. We reserve the right to decide whether to grant accommodations to opposing counsel in all matters that do not adversely affect your lawful objectives.
8. You should be aware that there are measures other than litigation, such as mediation or arbitration, for settling disputes. In some cases, these alternate methods of resolving disputes may resolve the dispute faster and with less expense than litigation. If you wish to discuss some of these methods in more detail, please let us know.

I will review any additional information or instructions from your office regarding the procedures and protocol as an outside counsel. The foregoing is our proposal for the extension of services anticipated to be rendered for the City of Denton. I will be happy to discuss those terms and conditions with you, the City Manager or anyone else, so that we can proceed with the engagement. Please feel free to call me to discuss any of these matters at your convenience.

To evidence the City's agreement to extend our professional service agreement, please have the appropriate person sign, date and return this letter agreement at your convenience.

Very truly yours,

BAKER MORAN DOGGETT MA & DOBBS LLP


Scott T. Doggett

Agreed:

(Name, Title) _____

Date: _____

std

September 1, 2016

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BAKER MORAN**Fee Schedule for City of Denton****MAYHILL ROAD PAVING AND DRAINAGE IMPROVEMENTS PROJECT**

<u>Attorneys</u>	<u>Proposed Rate</u>
Scott T. Doggett	\$ 295.00
R. Scott Moran	\$ 295.00
John Baker	\$ 295.00
Preston Dobbs	\$ 295.00
Michael Ma	\$ 295.00
Jordan Miller	\$ 225.00
 Paralegals and Legal Assistants	 \$ 125.00

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THE TEXAS LAWYER'S CREED—A MANDATE FOR PROFESSIONALISM

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

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5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

September 1, 2016

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5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.

September 1, 2016

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17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Contract #5326

Exhibit A

Contractor's Business Information

Submit in duplicate to:

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Carlos H. Cascos
Secretary of State

Office of the Secretary of State
Renewal of Registration
of a Limited Liability Partnership

FILED
In the Office of the
Secretary of State of Texas

OCT 19 2015

Corporations Section

1. The name of the partnership is: Baker Moran Doggett Ma & Dobbs LLP
2. The most recent date of registration or renewal of registration is: _____
The file number assigned to the registration is: 802100272
3. The partnership's federal employer identification number is: 472188834
☐ Federal employer identification number information is not available at this time.
4. The number of general partners as of the date of the application is: 5
There must be at least 2 partners in a Texas partnership that has not filed a certificate of limited partnership with the secretary of state. In a limited partnership, only state the number of general partners; do not include limited partners.
5. The partnership's principal office address in Texas or outside of Texas, as applicable, is:
1400 Preston Road, Suite 350
Plano, TX 75093
6. The partnership engages in the same business specified in its original registration or in its most recent renewal of registration unless a different statement of business is provided below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute this instrument.

Date: 9/8/15Preston Dob

For a general partnership, the renewal must be signed by a majority-in-interest of the partners or by one or more partners authorized by a majority-in-interest of the partners. If the partnership is a limited liability limited partnership (LLLP), the renewal must be signed by a general partner.

RECEIVED

OCT 19 2015

Secretary of State

Form 701

(Revised 09/11)

Submit in duplicate to:

Secretary of State

P.O. Box 13697

Austin, TX 78711-3697

512 463-5555

FAX: 512 463-5709

Filing Fee: See instructions



Registration of a Limited Liability Partnership

This space reserved for office
use
FILED
In the Office of the
Secretary of State of Texas

NOV 12 2014

Corporations Section

Entity Information

1. The name of the partnership is:

Baker Moran Doggett Ma & Dobbs LLP

Name must contain the phrase "limited liability partnership" or an abbreviation of that phrase. If the partnership is a limited partnership, the entity name may include the phrase "limited liability limited partnership" or an abbreviation of that phrase.

2. The federal employer identification number of the partnership is: 47-2188834

☐ The partnership has not obtained a federal employer identification number at this time.

Number of Partners

3. The number of general partners at the date of registration is: 5

The number of general partners in a general partnership must be at least two.

Principal Office

4. The address of the partnership's principal office in Texas or outside of Texas, as applicable, is:

5629 Crowndale Dr.

Plano

Tx

USA

75093

Street or Mailing Address

City

State

Country

Zip Code

Statement of Partnership's Business

5. The partnership's business is:

The Practice of Law

Effectiveness of Filing (Select either A or B)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 11/12/2014

For a general partnership, signature of a majority-in-interest of the partners or signature of one or more of the partners authorized by a majority-in-interest. For a limited partnership, signature of one general partner.

Substituted as of
8/31/16
K. Wheeler



City of Denton Purchasing
901-B Texas St. Denton, TX 76209
Phone: (840) 349-7100 Fax: (840) 349-7302
www.dentonpurchasing.com

Substitute W-9 Form

The IRS requires all vendors to complete a W-9 Form. The information on this form must be filled out, signed and submitted by a vendor representative. All information must be completed before a purchase order or payment will be issued.

Name as shown on your income tax return: Baker Moran Doggett Ma & Dobbs LLP

Tax ID/Social Security #: 47-2188834

Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a US citizen or other U.S. person for federal tax purposes as defined at the bottom of this page*.

Authorized Signature: [Signature] Printed Name: Lara Wheeler

Mailing Address:

Company Name: Baker Moran

Email: lwheeler@bakermoran.com

Contact Name: Lori Wheeler

Website: _____

Address: 1400 Preston Rd.

Phone Number: 469-351-3500

Suite 350

Fax Number: 469-351-3490

Plano, Texas 75093

Check appropriate box for federal tax classification (required):

<input type="checkbox"/> Individual/ Sole Proprietor	<input type="checkbox"/> Corporation Must designate C or S <input type="checkbox"/> C <input type="checkbox"/> S	<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Other Please specify: _____
<input type="checkbox"/> Exempt Payee				

Business Type:	<input type="checkbox"/> Real Estate Rental/Lease (A-1)	<input type="checkbox"/> Equipment Rental/Lease (A-8)	<input type="checkbox"/> Royalties (A-2)	<input type="checkbox"/> Medical/Health Care (A-9)
	<input type="checkbox"/> Services Only (A-7)	<input type="checkbox"/> Merchandise- Goods Only (A-7)	<input type="checkbox"/> Merchandise & Services (A-7)	<input checked="" type="checkbox"/> Legal Firm/Attorney (A-C)
	<input type="checkbox"/> Consultant/Prof Fees (A-7)	<input type="checkbox"/> Proceeds from Real Estate Purchases (B)		
Type of Organization:	<input type="checkbox"/> Minority Owned	<input type="checkbox"/> Female Owned	<input type="checkbox"/> Non Profit	<input type="checkbox"/> Historically Underutilized Business

*Definition of a U.S. Person-For Federal Tax purposes, you are considered a U.S. person if you are: (a) an individual who is a U.S. citizen or U.S. resident (b) a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States (c) an estate (other than a foreign estate), or (d) a domestic trust (as defined in Regulations Section 301.7701-7).

Vendor Information Not Required for W-9 FormRemit Address (if different from above)

Company Name: Same as above
Contact Name: _____
Address: _____

Email: _____
Phone Number: _____
Fax Number: _____

ACH Information-Voluntary

ABA Routing#: 111006614
Contact Name: Robert Elliott
Bank Account#: 670586937
Bank Name: Chase Bank
ACH Email: _____
ACH Email: lwheeler@bakermoran.com
Phone Number: 972-378-2010
Fax Number: 855-322-1456

↓
see
notice
of
payment

I (we) authorize the City of Denton to deposit payments into the checking account listed. The authority remains in effect until the City of Denton has received written notification from me of termination in time to allow reasonable opportunity to act on it, or until the City of Denton has sent me written notice of termination of the agreement.

Vendor Signature: _____
Print Name/Title: Michael E. Ma
Date: 4/8/15

List Products and/or Services Interested In Bidding:

_____**For Internal Use Only**

- ☐ New Vendor
☐ Vendor Change
☐ Refund

Vendor Number

Requesting Department: _____

Date: _____

Department Representative (Printed Name) _____

Purchasing Signature: _____

Date: _____

Contract #5326
Exhibit B
Certificate of Insurance



ALLIED WORLD INSURANCE COMPANY
1690 New Britain Avenue, Suite 101, Farmington, CT 06032
Tel. (860) 284-1300 Fax (860) 284-1301

ALLIED WORLD *LPL ASSURE*
LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

POLICY NUMBER: 0309-8897

RENEWAL OF:

THIS IS A CLAIMS MADE POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, AND REPORTED IN ACCORDANCE WITH SECTION V.E. OF THE POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES AND CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION AMOUNT. IN NO EVENT WILL THE INSURER BE LIABLE FOR CLAIMS EXPENSES OR DAMAGES IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

DECLARATIONS

Item 1. Name and Mailing Address of Named Insured:

Baker Moran Doggett Ma & Dobbs, LLP
1400 Preston Road, Suite 350
Plano, TX 75093

Item 2. Policy Period:

(a) Inception Date: December 1, 2015

(b) Expiration Date: December 1, 2016

At 12:01 a.m. Standard Time at the Mailing Address Shown Above

Item 3. Limits of Liability:

I. Limits of Liability for Insuring Agreements

(a) \$2,000,000 Limit of Liability for each and every Claim under Insuring Agreement I.

(b) \$2,000,000 Limit of Liability for all Claims under Insuring Agreement I.

II. Limits of Liability for Additional Coverages

(a) \$25,000 Shared Aggregate Limit of Liability for all amounts payable under Additional Coverage A., Supplemental Privacy Coverage.

(b) \$500,000 Limit of Liability for each and every Claim under Additional Coverage B., Non-Profit Directors & Officers Coverage.

\$500,000 Limit of Liability for all Claims under Additional Coverage B., Non-Profit Directors & Officers Coverage.

- (c) \$30,000 Limit of Liability for all personal earnings, under Additional Coverage C.; provided that this Limit of Liability is further limited as follows:

(i) \$500 for personal earnings lost each day

(ii) \$15,000 for personal earnings per Claim

- (d) \$20,000 Limit of Liability for all fees, costs and expenses incurred from each and every Disciplinary Proceeding under Additional Coverage D.

\$60,000 Limit of Liability for all fees, costs and expenses incurred from all Disciplinary Proceedings under Additional Coverage D.

- (e) \$5,000 Limit of Liability for all fees and costs incurred from the Insured receiving a Subpoena arising out of Legal Services under Additional Coverage E.

III. Policy Aggregate Limit of Liability

- (a) \$2,000,000 Aggregate Limit of Liability for all amounts payable under Insuring Agreement I. and Additional Coverages A. and B. The Aggregate Limit of Liability does not apply to the Additional Coverages C., D. and E.

Item 4. Retentions:

- (a) \$10,000 each and every Claim under Insuring Agreement I.
- (b) \$5,000 each and every Material Event; each and every Privacy Wrongful Act; and each and every Data Breach under Additional Coverage A.
- (c) \$10,000 each and every Claim under Additional Coverage B.

No Retention shall apply to Additional Coverages C., D. and E.

Item 5. Address of Insurer For Notices Under This Policy:

Claim-Related Notices:
noticeofloss@awac.com

All Other Notices:
1690 New Britain Avenue Farmington, CT 06032

Item 6. Premium:

Total Premium: \$15,991.00

Contract #5326
Exhibit C
Conflict of Interest Forms

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. 1491, 80th Leg., Regular Session.**

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

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

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

1 Name of person who has a business relationship with local governmental entity.**Baker Moran Doggett Ma & Dobbs, LLP****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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has an employment or business relationship._____
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer 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 filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire 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 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

4 ☒ I have no Conflict of Interest to disclose.**5**Scott J. Doggett

Signature of person doing business with the governmental entity

8-31-16

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Baker Moran Doggett Ma & Dobbs LLP
Plano, TX United States

Certificate Number:
2016-106452

Date Filed:
08/30/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Denton

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Contract 5326
Legal Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Meador, Edwin	Plano, TX United States		X
	Moran, Scott	Plano, TX United States	X	
	Ma, Michael	Plano, TX United States	X	
	Baker, John	Plano, TX United States	X	
	Dobbs, Preston	Plano, TX United States	X	
	Doggett, Scott	Plano, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Scott J. Doggett
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Scott J. Doggett, this the 31st day of August, 2016, to certify which, witness my hand and seal of office.

Lori Stallbohm-Wheeler
Signature of officer administering oath

Lori Stallbohm Wheeler
Printed name of officer administering oath

Notary Public
Title of officer administering oath



DocuSign City Council Transmittal Coversheet

Contract	5326
File Name	Consulting Services - Legal
Purchasing Contact	Elton Brock
City Council Target Date	Sept 13, 2016
Granicus #	
Ordinance #	

EXHIBIT 3



Certificate Of Completion

Envelope Id: 47237E68605E48DC813C460AE59004BF

Status: Sent

Subject: Please DocuSign: Contract 5326 Final.pdf

Source Envelope:

Document Pages: 31

Signatures: 1

Envelope Originator:

Certificate Pages: 6

Initials: 0

Elton Brock

AutoNav: Enabled

elton.brock@cityofdenton.com

EnvelopeId Stamping: Enabled

IP Address: 129.120.6.150

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Elton Brock

Location: DocuSign

9/2/2016 9:13:40 AM

elton.brock@cityofdenton.com

Signer Events

Signature

Timestamp

Elton Brock

Completed

Sent: 9/2/2016 9:21:22 AM

elton.brock@cityofdenton.com

Viewed: 9/2/2016 9:21:34 AM

Purchasing Manager

Signed: 9/2/2016 9:22:33 AM

City of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Scott T. Doggett

DocuSigned by:
Scott T. Doggett
770EAE4E4DE44B2

Sent: 9/2/2016 9:22:35 AM

sdoggett@bakermoran.com

Viewed: 9/2/2016 1:59:47 PM

Security Level: Email, Account Authentication
(Optional)

Signed: 9/2/2016 2:01:53 PM

Using IP Address: 76.187.214.237

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

John Knight

Sent: 9/2/2016 2:01:56 PM

john.knight@cityofdenton.com

Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Julia Winkley

julia.winkley@cityofdenton.com

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Howard Martin

howard.martin@cityofdenton.com

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

EXHIBIT 3

Signer Events	Signature	Timestamp
Jennifer Walters jennifer.walters@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
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
Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 9/2/2016 2:01:55 PM
Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 9/2/2016 2:01:55 PM
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 10/9/2015 11:39:51 AM ID: 04463961-03db-4c4d-9228-d660d6146ed6		
Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

EXHIBIT 3

Carbon Copy Events		Status	Timestamp
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:			
Paul Williamson paul.williamson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:			
Notary Events			Timestamp
Envelope Summary Events		Status	Timestamps
Envelope Sent		Hashed/Encrypted	9/2/2016 2:01:56 PM
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.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

EXHIBIT 3

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: kevin.gunn@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 kevin.gunn@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 kevin.gunn@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 kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

EXHIBIT 3

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.