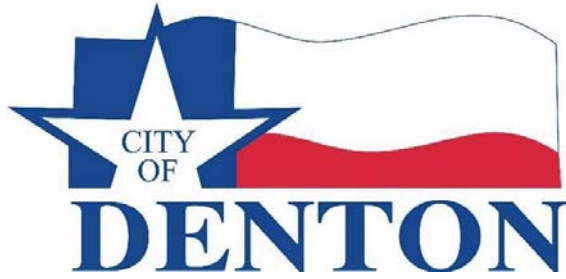


EXHIBIT 2



Docusign City Council Transmittal Coversheet

Contract	6232
File Name	Consulting Services - Solutions for Local Control
Purchasing Contact	Elton Brock
City Council Target Date	September 20, 2016
Granicus #	
Ordinance #	

EXHIBIT 2



**City of Denton
Contract # 6232**

Consulting Services - Legislative

EXHIBIT 2

Contract 6232

Agreement for Legislative Representation

This agreement, made this 20th day of September, 2016, by and between the City of Denton, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter referred to as the "City," and Solutions for Local Control, LLC, with its corporate office at, 909 N Waterview Dr., Richardson, Texas, hereinafter referred to as "Consultant", acting herein, by and through their duly authorized representatives.

WITNESSETH

WHEREAS, The City of Denton (City), wish to enter into an agreement with Solutions for Local Control (Consultant) for legislative representation at the Texas State Government level to assist the City in advancing its State Legislative Program, assist council and staff in addressing proposed legislation, make the City aware of any legislative or administrative initiatives believed to be detrimental to the interests of the City, augment the City's existing relationship with key legislators and policy administrators, and maintain a high level of effective advocacy with the legislative and executive branches of the state government; and

WHEREAS, Consultant has professional staff experienced and qualified to provide and perform the services desired by City as set forth hereinabove;

NOW, THEREFORE, and in consideration of the terms, covenants and conditions herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1. Period of Service

The initial term for the agreement specified herein, shall be for an initial two (2) year period commencing October 1, 2016 and ending September 30, 2018. This contract may be extended for not more than one (1) additional two (2) year term upon the prior written mutual agreement of the parties.

ARTICLE 2. Termination

The City and the Consultant shall have the right to terminate this Agreement, with or without cause, upon 60 days written notice.

The City may also terminate this Agreement with 30 days written notice to the Consultant for an irreconcilable conflict of interest.

If the Agreement is terminated prior to completion of the services to be provided hereunder, Consultant shall immediately cease all services and shall render a final bill for services to the City within thirty (30) days after the date of termination. The City shall pay Consultant for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the City subsequently contract with a new consultant for the continuation of services on the Project, Consultant shall cooperate in providing information. The Consultant shall turn over all documents prepared or furnished by Consultant pursuant to this Agreement to the City on or before the date of termination, but may maintain copies of such documents for its use.

EXHIBIT 2

ARTICLE 3. Compensation

The City agrees to compensate the Consultant for services rendered in a not-to-exceed amount of, Three Thousand Eight Hundred Fifty Dollars (\$3,850) per month, for a total of Forty Six Thousand Two Hundred Dollars (\$46,200) annually, for a contract total of Ninety Two Thousand Four Hundred Dollars (\$92,400), for the specified services. Invoice and payments will be sent monthly. The City will not be responsible for any additional expenses incurred by the Consultant, with the exception of travel costs requested and authorized by the City. These reimbursable costs are not to exceed Three Thousand Hundred Dollars (\$3,000) annually, for a contract total of Six Thousand Dollars (\$6,000). Reimbursable costs include the following.

Not to Exceed Cost of Services:

Year 1 – Consulting Services	\$ 46,200
Year 1 – Reimbursable Expenses	\$ 3,000
Year 2 – Consulting Services	\$ 46,200
Year 2 – Reimbursable Expenses	\$ 3,000
Total Contract – Not to Exceed Value.....	\$98,400

1. Costs incident to travel shall be reimbursed to the Consultant upon submission of its invoice to the City. It is understood that travel is to be *pre-authorized* by the City. Expenses may include travel, lodging and business meals incurred on behalf of the City and at its request. Such itemized expenses, with corresponding paid receipts, shall be paid separately and shall be reviewed and approved by the City, prior to payment.

Such expenses do not include the normal office functions or daily expenses of the Consultant in the course of his functions in Austin representing the interest of the City.

ARTICLE 4. Scope of Services

The parties agree that the Consultant shall perform the following services:

1. Assist the City in developing political and legislative strategies to achieve its goals;
2. Assist in communicating the position of the City to the legislative and executive branches of Texas government, interested parties and the public;
3. Represent the City during meetings, hearings and negotiating sessions involving the executive or legislative branches of Texas government regarding issues of importance to the City;
4. Assist the City in working with elected officials and members and staff persons of the Texas House of Representatives and Texas Senate in passing or amending legislation favorable to the City or in defeating legislation deemed harmful to the goals of the City;

EXHIBIT 2

5. Monitor and represent the City during interim legislative studies or interim committee meetings; and
6. Provide routine status reports to the City regarding the items outlined above.

ARTICLE 5. Additional Scope of Services

Any additional services shall be specifically requested by the City with a mutually negotiated price agreement.

ARTICLE 6. Independent Contractor

The Consultant shall perform all services as an independent contractor not under the direct supervision and control of the City. Nothing herein shall be construed as creating a relationship of employer and employee or joint venture between the parties.

ARTICLE 7. Indemnity Agreement

The City and Consultant agree to cooperate in the defense claims, actions, suits, or proceedings of any kind brought by a third party which may result from or directly or indirectly arise from any breach of the Consultant's obligations under this agreement. In the event of any litigation or claim under this Agreement in which the City is joined as a party, Consultants shall provide competent legal counsel to defend City and Consultant against such claim, provided that Consultant shall have the right to proceed with the competent legal counsel of its own choosing.

The Consultant agrees to defend, indemnify, and hold harmless the City and all of its officers, agents, servants, and employees against any all such claims to the extent of coverage by Consultant's commercial liability policy. The Consultant agrees to pay all expenses, including, but not limited to attorney's fees, costs of court, reasonable expenses, and satisfy all judgments, which may be incurred or rendered against the Consultant's commercial liability insurance policy. Nothing herein constitutes a waiver of any rights or remedies the City may have to pursue under either law or equity, including, without limitations, a cause of action for specific performance or for damages, a loss to the City resulting from Consultant's negligent errors or omissions, or breach of contract, and all such rights and remedies are expressly reserved.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

EXHIBIT 2

ARTICLE 8. Insurance

The Consultant shall maintain and shall be caused to be in force at all times during the terms of this Agreement, a legally binding policy of commercial liability insurance, with a rating of at least A with Best Rated Carriers. Such coverage shall cover any claim hereunder occasioned by the 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, the Consultant hereby covenants to forthwith advise the City thereof; and in such event, the Consultant shall, prior to the effective date of change or cancellation, serve substitute policies furnishing the same coverage. The Consultant shall provide a copy of such policy or the declarations page of the policy or a certificate of insurance, whichever is reasonably satisfactory, to the City through its City Manager simultaneously with the execution of this Agreement. Consultant's insurance policies, through policy endorsement, shall include wording which states that the policy shall be primary and non-contributory with respect to any insurance carried by the City. The certificate of insurance must reflect that the above wording is included in evidenced policies.

ARTICLE 9. Ethical Requirements

The Consultant covenants and agrees that its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this agreement. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Denton's Personnel Policies and Procedures Manual. Any violation of this provision shall render this Agreement voidable at the discretion of the City.

ARTICLE 10. Compliance with Laws

The Consultant shall comply with all applicable local, state and federal laws, rules and regulations.

ARTICLE 11. Discrimination Prohibited

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

EXHIBIT 2

ARTICLE 12. Notice

All notices, communications and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing

To City:

City Manager
215 E. McKinney
Denton, TX 76201

To Consultant:

Fred Hill
Solutions for Local Control
909 N. Waterview Drive
Richardson, Texas 75080

To City:

Lindsey Baker
Intergovernmental Relations/Public Information Officer
215 E. McKinney
Denton, TX 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE 13. Venue

This Agreement shall be governed by the laws of the State of Texas, venue and jurisdiction of any suit or cause of action arising under this agreement shall lie exclusively in a court of competent jurisdiction sitting in Denton County, Texas.

ARTICLE 14. Assignability

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

ARTICLE 15. Modification

No waiver or modification of this Agreement 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 Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

EXHIBIT 2**ARTICLE 16. Severability**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and

ARTICLE 17. Right to Audit

The City shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The 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, the Consultant shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the 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 the Consultant 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 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 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.

ARTICLE 18. Registration Requirements

Texas ethic laws require Consultant to disclose his representation of the City and to report certain moneys paid for some of the activities to be conducted under this contract. Consultant will comply with all rules regarding such disclosure and shall communicate with the City prior to filing such disclosures. In addition, if the Consultant performs any lobbying for the City with any local jurisdiction, it is the responsibility of the Consultant to properly register and comply with all local lobbying ordinances. Consultant agrees not to engage in any activity on behalf of the City, which is contrary to any Federal, State, or local law or regulation. Furthermore, Consultant agrees not to make or offer any gifts or gratuities to any public official on behalf of the City.

ARTICLE 19. Entire Agreement

This Agreement constitutes the complete and final expression of the agreement of the parties. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in this agreement. All change orders to the Agreement will be made in writing by the City and approved by the City Council.

EXHIBIT 2

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this the _____ day of _____, 20____.

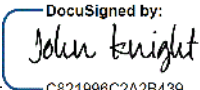
CITY OF DENTON, TEXAS

HOWARD MARTIN, CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: _____
C821998C2A2B439...

SOLUTIONS FOR LOCAL CONTROL, LLC

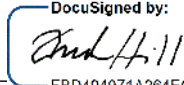
BY: _____
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FRED HILL, OWNER

EXHIBIT 2

Exhibit A
Contractor Business Information

EXHIBIT 2

Exhibit B
Contractor Certificate of Insurance

EXHIBIT 2

Exhibit C

Conflict of Interest Forms

EXHIBIT 2



Certificate of Completion

Envelope Id: 5A38160EB3144EE2BA1080AFA1EB2811

Status: Sent

Subject: City Council Docusign Item - 6232

Source Envelope:

Document Pages: 12

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 0

Elton Brock

AutoNav: Enabled

elton.brock@cityofdenton.com

Envelopeld 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

9/15/2016 8:42:15 AM

elton.brock@cityofdenton.com

Signer Events

Signature

Timestamp

Elton Brock

Completed

Sent: 9/15/2016 8:45:05 AM

elton.brock@cityofdenton.com

Viewed: 9/15/2016 8:45:15 AM

Purchasing Manager

Signed: 9/15/2016 8:45:54 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:

Fred Hill

DocuSigned by:

FBD494971A264EC...

Sent: 9/15/2016 8:45:56 AM

fhill42976@aol.com

Viewed: 9/15/2016 8:51:21 AM

Security Level: Email, Account Authentication
(Optional)

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Using IP Address: 99.30.72.61

Signed using mobile

John Knight

DocuSigned by:

C821996C2A2B439...

Sent: 9/15/2016 8:52:00 AM

john.knight@cityofdenton.com

Resent: 9/15/2016 8:55:20 AM

Deputy City Attorney

Viewed: 9/15/2016 10:17:40 AM

City of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication
(Optional)

Signed: 9/15/2016 10:17:50 AM

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

Julia Winkley

Sent: 9/15/2016 10:17:52 AM

julia.winkley@cityofdenton.com

Viewed: 9/15/2016 10:36:36 AM

Contracts Administration Supervisor

City of Denton

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)

EXHIBIT 2

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: 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: 9/15/2016 8:51:59 AM
Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 9/15/2016 8:51:59 AM
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)		

EXHIBIT 2

Carbon Copy Events		Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:			
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:			
Lindsey Baker, Intergovernmental Relations lindsey.baker@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	9/15/2016 10:17:52 AM
Electronic Record and Signature Disclosure			

EXHIBIT 2

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 2

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 2

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.