

DocuSign City Council Transmittal Coversheet

RFP	6650
File Name	CONCESSION SERVICES
Purchasing Contact	Jody Word
PUB Target Date	NA
City Council Target Date	JUNE 5, 2018
Contract Value	NA
Piggy Back Option	NO
Contract Expiration	June 5, 2021
Ordinance	18-604

CONTRACT FOR FOOD AND BEVERAGE CONCESSION SERVICES

This CONTRACT FOR FOOD AND BEVERAGE CONCESSION SERVICES (“Contract”) is made and hereby entered into by and between the City of Denton, Texas, a home-rule municipal corporation (“CITY”) and Mega Promotions, Inc., a Texas corporation (“MEGA”), with business offices located at 3481 Country Club Rd., Denton, Texas 76210.

WITNESSETH

WHEREAS, the CITY recognizes the importance of economic development within the City of Denton and supports a safe, livable, and family-friendly community; and

WHEREAS, awarding this contract would provide food and beverage concession services at select City parks; and

WHEREAS, this Contract serves a valid public purpose and is in the public interest;

NOW, THEREFORE, for and in consideration of the prompt and timely delivery of concession services as specified herein and in consideration of the mutual covenants, responsibilities and duties herein contained, the parties hereto do mutually agree as follows:

I. GRANT OF LICENSE

The CITY does grant a non-exclusive license to MEGA for the use of certain real property and/or City-approved improvements (“Premises”), during the term of this Contract and any extension or renewal thereof; the Premises being more particularly described as:

City of Denton North Lakes Recreation Center and Annex concession stands located at 2001 W. Windsor, Denton, Texas; and

City of Denton Denia Park concession stands located at 1001 Parvin St, Denton, Texas.

MEGA shall use the Premises only for the operation of a food and beverage items (“Concession Operation”). This Contract does not include authority for MEGA to sell other merchandise in conjunction with the Concession Operation, and MEGA shall not sell other merchandise without the prior written consent of the CITY, nor does this Contract prohibit the CITY from providing park or sports complex users or patrons free or discounted food and beverage items from time to time in conjunction with special events. These special events will require concessions to remain closed during activities. MEGA will not be affiliated with any City-sponsored events.

It is expressly understood and agreed by MEGA that the CITY reserves the right to operate any additional concessions other than those granted to MEGA in the event the CITY determines that such additional concession operations are in the public interest.

MEGA covenants and agrees it will not engage in any business or activity on the Premises or do anything in connection therewith which shall be in violation of any existing or future State, Federal or local law, ordinance, rule or regulation of any governmental authority, agency or department or to use the Premises in such manner as to constitute a common nuisance.

II. CONTRACT TERM

This contract shall be for a period of one (1) year and will commence upon the issuance of a Notice of Award by CITY. This contract shall automatically renew for two (2) additional one (1) year periods unless either parties notifies the other prior to the respective anniversary dates of issuance of the initial Notice of Award.

The Director of Parks and Recreation or his designee reserves the right to regulate the hours that MEGA may use the Premises. It is expressly understood by MEGA that from time to time, due to the necessity of rescheduling for the benefit of the citizens of Denton, the Premises may not be available for use by MEGA.

III. CONSIDERATION

In consideration of the rights and privileges herein granted, MEGA shall pay to City **25 percent of gross sales.**

Such payment shall be due and payable to the CITY on a monthly basis no later than ten (10) working days following the end of each month. Payment may be made to the CITY's Director of Parks and Recreation or his designee.

IV. VARIETY AND PRICING OF FOOD AND BEVERAGE ITEMS

MEGA is authorized to sell food and beverage items for which there shall be a reasonable demand. MEGA'S current prices for typical food and beverage items sold during concession is hereby attached and incorporated as Exhibit A. MEGA shall not sell alcoholic beverages on the Premises.

It is the desire of the CITY to permit MEGA flexibility and control in the day-to-day merchandising and pricing of food and beverage items. The CITY, however, reserves the right to advise MEGA of retail selling prices of food and beverage items in the interest of the citizens of Denton. The CITY may require the sale of certain food and beverage items, which it considers essential to the concessions operation based on the demand of the citizens of Denton. MEGA shall submit a list to the Director of Parks and Recreation or his designee of those food and beverage items proposed for sale and their prices prior to beginning the concession operation. Thereafter, MEGA shall update and resubmit the list as necessary.

Failure to comply may be a basis for termination of this Contract. Vending machines shall not be used in conjunction with the concession operation.

V. PERSONNEL

MEGA agrees to staff the concession operation with a sufficient number of employees and to be responsible for the supervision of those employees.

VI. UTILITIES

Water, sewer and electrical utilities to the Premises shall be provided by the CITY, without cost to MEGA, but MEGA shall be responsible for all other utility costs, including telephone service. Any additional outlets for electrical, water, sewer or other utilities desired by MEGA shall be installed at MEGA's expense upon prior approval of the CITY. In the event of a utility outage, for whatever reason, the CITY shall not be responsible for any loss sustained by MEGA.

VII. SANITATION AND CLEANLINESS

MEGA agrees to conduct the concession operation and to maintain the Premises in a sanitary and clean condition during MEGA's use of the Premises. MEGA shall at all times comply with existing ordinances and State and Federal law regarding food establishments. MEGA further agrees that its Premises and services shall at all times be subject to inspection by the CITY. However, the CITY is under no duty or obligation to inspect the Premises or services.

VIII. CONSTRUCTION AND IMPROVEMENTS

Should MEGA plan to construct any improvements on the Premises, all plans and specifications for improvements will be approved by the CITY in writing prior to the start of construction. All construction will be in compliance with the relevant codes of the CITY and other federal, state and local laws, ordinances, rules and regulations.

The complete cost of developing all the necessary plans and specifications, excavations(s), location and platting of utility lines and construction of the proposed improvements shall be borne entirely by MEGA at no expense to the CITY whatsoever. Additionally, MEGA shall, without cost to the CITY, furnish the CITY with payment and performance bonds (or MEGA's contractor or subcontractor shall supply same to the CITY), written by a surety acceptable to the CITY in an amount equal to the estimated cost of constructing the proposed improvements guaranteeing the work, guaranteeing the completion of work, free and clear of liens, according to the approved plans and specifications. All alterations and improvements on or in the Premises at the commencement of the term or those that may be erected or installed during the term, shall, at the termination of this Contract, become part of the Premises and the sole property of the CITY, except that all moveable trade fixtures installed by MEGA shall be and remain the property of MEGA provided removing the fixture would not cause any damage to CITY property. MEGA shall be owner of all alterations and improvements and shall be responsible for the payment of all ad valorem taxes assessed by the various taxing units pursuant to Section 25.08(b) of the *Texas Property Code* during the term of this Contract. MEGA specifically agrees to keep and maintain any and all improvements throughout the term of this Contract, ordinary wear and tear excepted, and MEGA further recognizes that said improvements and/or buildings are not moveable trade fixtures. MEGA shall use its best efforts to complete construction of any improvements in a timely manner.

MEGA shall pay all taxes, special assessments, levies or other payments assessed during the term against or relating to the Premises or Contract and any and all improvements now or hereafter erected thereon until such time as ownership of such improvements is transferred to the CITY at the termination of this Contract. MEGA agrees to pay all ad valorem taxes assessed by the various taxing units or all improvements now or hereafter erected thereon before such taxes become delinquent. Additionally, MEGA shall furnish to the CITY and other taxing units receipts showing payment of such taxes or other payments.

IX. MAINTENANCE

MEGA covenants and agrees that it will, at its own expense, keep and maintain the Premises in good condition, but only during the period of MEGA's use of the Premises. MEGA will do all work and make all repairs reasonably necessary or advisable to keep the Premises from deteriorating in value or condition, with the exception of normal wear and tear and aging consistent with normal usage and time. MEGA agrees to maintain the Premises and any other areas used by MEGA in a clean, neat, sanitary, safe and orderly manner and free of waste, rubbish and debris at all times. The CITY shall have the right and privilege, through its agents and officials to make inspections of the Premises and thereafter to make recommendations to MEGA for any repairs that in the CITY's opinion are reasonably necessary to be performed by MEGA upon the Premises. MEGA agrees and covenants that it shall commence repairs within thirty (30) days from the date that such recommendations are made. Such repairs shall be made in an expeditious and workmanlike manner. In the event that MEGA shall fail to commence such recommended repairs within the time provided, it is understood and agreed that the CITY may, within its discretion, make such repairs as it deems necessary for and on behalf of MEGA; and, in such event, the cost of such repairs shall be paid by MEGA within ten (10) days following the completion of said repairs.

MEGA agrees to be solely responsible for the inspection of the Premises during the period of MEGA's use of the Premises and will notify the Director of Parks and Recreation or his designated representative of any existing or developing hazardous or dangerous condition on the Premises. **In consideration for the privilege of use of the Premises, MEGA specifically assumes any and all liability that may arise due to premise defects upon any or all improvements which exist on the Premises at the time of execution of this Contract or any and all improvements which are constructed thereafter related to or arising out of MEGA's use. MEGA agrees to accept the Premises in the condition in which it is found. The CITY hereby disclaims and MEGA hereby accepts the CITY's disclaimer of any warranty, express or implied, of the conditions or fitness for use of any portions of the Premises.**

X. EQUIPMENT AND INVENTORY

Equipment required for concession operation will be provided by the MEGA. MEGA shall be responsible for maintenance and repair of equipment used during operations. MEGA agrees to maintain all equipment in a sanitary and clean condition and must be approved and acceptable by the CITY. The MEGA shall be responsible for inventory of all equipment and supplies of the concessions. MEGA is responsible for all maintenance and repairs on the equipment as needed for daily operation.

XI. RIGHT OF INSPECTION

CITY, its officers, agents and representatives shall have the right to enter into and upon any and all parts of the Premises at all reasonable hours to (a) inspect same or clean or make repairs or alterations or additions as CITY may deem necessary (but without any obligation to do so); or (b) show the Premises to prospective tenants, purchasers or lenders; and such entry will not be deemed to be an actual or constructive eviction.

XII. TERMINATION

The CITY reserves the right to terminate this agreement immediately for any reason upon giving MEGA thirty (30) days written notice of such termination. Upon notice of contract termination, MEGA shall deplete existing inventory and vacate the concession area no later than 30 days from such notice. Upon the effective termination date, MEGA shall provide the CITY with a prorated share of reimbursement of the gross sales from the last concession stand sales occurring up until the date of the termination of the Contract.

XIII. VACATION OF PREMISES

It is further understood and agreed that MEGA will, at the end of this Contract, or upon termination of this Contract, vacate the Premises without delay and peaceably deliver up unto CITY the Premises in a good state of repair, unencumbered, vacant and in good condition, ordinary wear and tear excepted.

In case the MEGA fails to vacate the premises as provided in this Contract, CITY shall not be responsible for any damage that might occur to MEGA by virtue of CITY's forcible entering and dispossessing MEGA and without prejudice to any remedies which might otherwise be used for possession or for arrears of payments.

XIV. LIEN

MEGA hereby gives to CITY a lien upon all of MEGA's property now or at any time hereafter placed in or upon the Premises to secure the prompt payment of the payments herein stipulated to be paid for the use of such Premises and the concession operation, all exemption of such property or any of it being hereby waived. In the event of default by MEGA, CITY is authorized to seize and hold all of the property belonging to MEGA on the Premises to secure such performance, to sell same at public or private sale, and to pay all amounts due to CITY hereunder, holding the remaining balance subject to MEGA's order. A copy of this Contract shall be the only warrant required. MEGA covenants and agrees that it will have no power to do any act or make any contract that creates any lien upon CITY property; and upon such purported lien being created or filed of record, MEGA, at its sole cost and expense, shall liquidate and discharge same immediately.

XV. MODIFICATIONS

Any alterations, additions, or deletions to the terms of this Contract shall be by written amendment executed by both parties, except when the terms of this Contract expressly provide that another method shall be used.

It is understood and agreed by the parties hereto that changes in the State, Federal or local laws or regulations pursuant hereto may occur during the term of this Contract. Any such modifications are to be automatically incorporated into this Contract without written amendment hereto, and shall become a part of the Contract on the effective date specified by the law or regulation.

XVI. APPLICABLE LAWS

This Contract is entered into subject to the charter and ordinances of CITY, as they may be amended from time to time, and is subject to and is to be constructed, governed and enforced under all applicable State of Texas and federal laws. Status for this Contract is agreed to be Denton County, Texas, for all purposes, including performances and execution.

MEGA shall obtain and keep in effect at its own cost and expense all licenses and permits necessary for its operation hereunder.

XVII. INSURANCE

MEGA shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. MEGA shall not commence work under this Contract until MEGA has obtained all the insurance required under this Contract and such insurance has been approved by the CITY, nor shall MEGA allow any subcontractors to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis, except for professional liability which shall be on a "claims made" basis. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Worker's Compensation Insurance, statutory policy as required by law; Employers Liability Insurance of not less than **\$1,000,000.00** for each accident, **\$1,000,000.00** disease-each employee, **\$1,000,000.00** disease-policy limit.

2. Commercial General Liability Insurance, including Independent MEGA's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, fully insuring MEGA's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage limit of **\$1,000,000.00** per occurrence and **\$2,000,000.00** aggregate.

3. Commercial Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles with a **policy limit of at least \$500,000.00** per occurrence and **with a combined bodily injury and property damage limit of \$1,000,000.00** aggregate.

4. Umbrella Insurance: MEGA shall obtain and maintain at all times during the prosecution of the work under this Contract umbrella insurance. Limits of liability shall be **\$2,000,000.00.**

Each insurance policy to be furnished by MEGA shall include the following conditions by endorsement to the policy:

- a. Name the CITY as an additional insured as to all applicable coverage, except worker's compensation and professional liability insurance. For General Liability purposes, this requirement extends to premises/operations as well as products/completed operations.
- b. Each policy will require that thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to the CITY by certified mail to:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to the CITY is required.

MEGA shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s).

The term "Owner" or "the CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the CITY;

The policy phrase "Other Insurance" shall not apply to the CITY where the CITY is an additional insured on the policy; and

All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

Concerning insurance to be furnished by MEGA, it condition precedent to acceptability thereof that any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by MEGA.

The CITY's decision(s) thereon shall be final:

1. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
2. The General and Automobile liability policies required herein shall be written with an "occurrence" basis coverage trigger.

MEGA agrees to the following:

1. MEGA hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the CITY, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and MEGA shall have no recourse against the CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of MEGA;
3. Approval, disapproval or failure to act by CITY regarding any insurance supplied by MEGA (or any MEGA subcontractors) shall not relieve MEGA of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate MEGA from liability; and,
4. No special payments shall be made for any insurance that MEGA and its subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

XVIII. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XVIX. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by the CITY shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XX. WAIVER OF LIABILITY AND INDEMNIFICATION

MEGA does hereby agree to waive all claims, release, indemnify, defend and hold harmless the CITY and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees including all expenses of litigation or settlement or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of

any property arising out of or in connection with this Contract occasioned by error, omission, or negligent act whether said negligent act is characterized as sole, concurrent, contractual comparative, gross, joint, active, passive or any other form of negligence of MEGA, its officers, agents, employees, invitees or any other persons, with regard to the performance of this Contract, and MEGA will at its own cost and expense defend and protect the CITY against any and all such claims and demands.

MEGA agrees to and shall indemnify, defend and hold harmless the CITY and all of its officials, officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind including all expenses of litigation, court costs and attorney fees for death or injury to or debt of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with the performance of this Contract. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the CITY, its officers, officials, agents or employees. It is the express intention of the parties hereto, both MEGA and the CITY, that the indemnity provided for in this paragraph is indemnity by MEGA to indemnify and protect the CITY from the consequences of the CITY'S own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage, and whether that negligence is characterized as sole, concurrent, contractual comparative, gross, joint, active, passive or any other form of negligence.

XXI. INDEPENDENT CONTRACTOR

MEGA covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the CITY; that as an independent contractor, MEGA shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the doctrine of respondent superior shall not apply as between the CITY and MEGA, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the CITY and MEGA.

XXII. ENTIRE AGREEMENT

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XXIII. SUCCESSORS AND ASSIGNS

The CITY and MEGA will each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. MEGA will not assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the CITY. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of the CITY.

XXIV. NON-WAIVER

It is further agreed that one (1) or more instances of forbearance by the CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXV. EQUAL EMPLOYMENT OPPORTUNITY

MEGA shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. MEGA shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship.

No person, firm, corporation, organization, association, league or group shall be denied use of or access to the Premises or concession operation because of race, sex, color, religion, national origin or disability.

XXVI. DRUG FREE WORKPLACE

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

XXVII. HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXVIII. SURVIVABILITY OF OBLIGATIONS

All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

XXIX. VENUE

The parties to this Contract agree and covenant that this Contract will be enforceable in Denton, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the 6/5/2018.

CITY OF DENTON, TEXAS

DocuSigned by:
Todd Hileman

B776C711BA0D454...

TODD HILEMAN, CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: DocuSigned by:
Jennifer Walters
C5BEAEC1821946D

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: DocuSigned by:
Larry Collister
38A6D90FD93B4AB...

MEGA PROMOTIONS, INC.

DocuSigned by:
Linda Beckley

1250A5F26682465...

AUTHORIZED SIGNATURE

Date: 5/25/2018

Name: Linda Beckley

Title: President

940-255-1125

PHONE NUMBER

linda@megapromotionstour.com

EMAIL ADDRESS

2018-354249

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

EXHIBIT A

RFP 6650 - Pricing Sheet for Concessions Contracting

Respondent's Business Name: **Mega Promotions**Principal Place of Business (City and State) **Denton Texas**

UOM	Product Description	Unit Price	
EA	Chili Cheese Dog	\$ 3.00	25%
EA	Chili Cheese Fries	\$ 5.00	25%
EA	Corn Dog	\$ 3.00	25%
EA	Double Taco's 2 for	\$ 5.00	25%
EA	French Fries	\$ 3.00	25%
EA	Grilled Hot Dog	\$ 2.00	25%
EA	Deluxe Nachos	\$ 6.00	25%
EA	Loaded Baked Potato	\$ 4.00	25%
EA	Nachos	\$ 3.00	25%
EA	Sausage on a stick	\$ 3.00	25%
EA	Hot Chocolate	\$ 3.00	25%
EA	Coffee	\$ 2.00	25%
EA	Gatorade	\$ 2.00	25%
EA	Fountain Drink (Small)	\$ 2.00	25%
EA	Fountain Drink (Large)	\$ 3.00	25%
EA	Water	\$ 2.00	25%
EA	Candy	\$ 2.00	25%
EA	Pickels	\$ 1.00	25%
EA	Fruit	\$ 2.00	25%
EA	Popcorn	\$ 3.00	25%
EA	Sno Cone	\$ 2.00	25%

Exhibit B

House Bill 89 - Government Code 2270

VERIFICATION

I, Linda Beckley, the undersigned representative of Linda Beckley Company or Business name (hereafter referred to as company), being **an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Denton.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Linda Beckley

Name of Company Representative (Print)

DocuSigned by:
Linda Beckley

Signature of Company Representative

5/25/2018

Date

Exhibit c
Senate Bill 252 -Government Code 2252
CERTIFICATION

I, Linda Beckley, the undersigned representative of Linda Beckley (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Denton's Materials Management Department.

Linda Beckley

Name of Company Representative (Print)

DocuSigned by:

Linda Beckley

Signature of Company Representative

5/25/2018

Date

Exhibit D

CONFLICT OF INTEREST QUESTIONNAIRE -	FORM CIQ
For vendor or other person doing business with local governmental entity	

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

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

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

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

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

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

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

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

Linda Beckley

Name of Officer

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

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

Yes

No

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

Yes

No

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

Yes

No

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

Linda Beckley

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:
Linda Beckley

5/25/2018

Signature of vendor doing business with the governmental entity

Date

Certificate Of Completion

Envelope Id: 299D75BBB1A8440BAE4A92AFB8187DD9

Status: Completed

Subject: Please DocuSign: City Council Contract 6650

Source Envelope:

Document Pages: 16

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 0

Jody Word

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

jody.word@cityofdenton.com

IP Address: 129.120.6.150

Record Tracking

Status: Original

Holder: Jody Word

Location: DocuSign

5/25/2018 1:20:18 PM

jody.word@cityofdenton.com

Signer Events

Signature

Timestamp

Jody Word

Completed

Sent: 5/25/2018 1:26:05 PM

jody.word@cityofdenton.com

Viewed: 5/25/2018 1:26:14 PM

Buyer

Signed: 5/25/2018 1:27:10 PM

City of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Linda Beckley

DocuSigned by:
Linda Beckley
1250A5F26682465...

Sent: 5/25/2018 1:27:12 PM

linda@megapromotionstour.com

Viewed: 5/25/2018 1:31:50 PM

President

Signed: 5/25/2018 1:35:25 PM

Linda Beckley

Using IP Address: 47.38.240.39

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/25/2018 1:31:50 PM

ID: 2c6f3c15-cd8b-43e0-b79c-5e6e950965d5

Larry Collister

DocuSigned by:
Larry Collister
38A6D90FD93B4AB...

Sent: 5/25/2018 1:35:29 PM

larry.collister@cityofdenton.com

Viewed: 5/25/2018 1:40:07 PM

First Assistant City Attorney

Signed: 5/25/2018 1:40:25 PM

City of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 9/26/2017 12:27:28 PM

ID: 01f5f868-f109-4e29-ad49-21db9046c882

Tabitha Millsop

Completed

Sent: 5/25/2018 1:40:27 PM

tabitha.millsop@cityofdenton.com

Viewed: 6/6/2018 12:44:02 PM

City of Denton

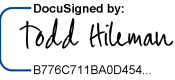
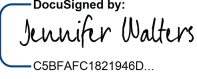
Signed: 6/6/2018 12:45:03 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 129.120.6.150

Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
<p>Todd Hileman Todd.Hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/25/2017 9:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p>	<p>DocuSigned by:  B778C711BA0D454...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 6/6/2018 12:45:07 PM Viewed: 6/6/2018 3:25:02 PM Signed: 6/6/2018 3:25:06 PM</p>
<p>Jennifer Walters jennifer.walters@cityofdenton.com City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  C5BF AFC1821946D...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 6/6/2018 3:25:09 PM Viewed: 6/7/2018 6:54:47 AM Signed: 6/7/2018 6:55:24 AM</p>
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
<p>SherrI Thurman sherrI.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/25/2018 1:35:28 PM</p>
<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 6/6/2018 12:45:05 PM Viewed: 6/6/2018 12:53:17 PM</p>
<p>Jennifer Bridges jennifer.bridges@cityofdenton.com Procurement Assistant City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 6/7/2018 6:55:26 AM Viewed: 6/7/2018 7:18:45 AM</p>

Carbon Copy Events	Status	Timestamp
<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 6/7/2018 6:55:27 AM
<p>Jason Barrow jason.barrow@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 6/7/2018 6:55:28 AM
<p>Chris Escoto chris.escoto@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 6/7/2018 6:55:29 AM

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/7/2018 6:55:29 AM
Certified Delivered	Security Checked	6/7/2018 6:55:29 AM
Signing Complete	Security Checked	6/7/2018 6:55:29 AM
Completed	Security Checked	6/7/2018 6:55:29 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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

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