

DocuSign City Council Transmittal Coversheet

| | |
|--------------------------|---|
| PSA | 6288 |
| File Name | Lloyd Gosselink Rochelle & Townsend, P.C. |
| Purchasing Contact | Rebecca Hunter |
| City Council Target Date | 12/13/2016 |
| Granicus # | |
| Ordinance # | |

CONTRACT FOR PROFESSIONAL LEGAL SERVICES
FILE 6288

STATE OF TEXAS §

COUNTY OF DENTON §

This AGREEMENT, made and entered into this the date January 10, 2017, by and between Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701, 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 permitting of the proposed expansion of the City of Denton Landfill and General Environmental Legal Services; and

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:

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 on this date. 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 rates described in **Exhibit A** of this agreement.
- 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 seven hundred fifteen thousand dollars (\$715,000), 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 or the Deputy City Attorney.
- 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: Accounts Payable, 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 Paul Gosselink. 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 days 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, dated this day January 10, 2017.

CITY OF DENTON

BY: DocuSigned by:
Howard Martin
742392382FE7423...
Howard Martin,
Interim CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: DocuSigned by:
Jennifer Walters
C5BEAEC1821946D

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: DocuSigned by:
John Knight
C821996C2A2B430...

Lloyd Gosselink Rochelle & Townsend, P.C.

BY: DocuSigned by:
Paul Gosselink
7AF168BC9F444CE

AUTHORIZED SIGNATURE

Paul Gosselink

PRINTED NAME

EXHIBIT A



816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

Mr. Gosselink's Direct Line: (512) 322-5806
Email: pgosselink@lglawfirm.com

**CONFIDENTIAL
PRIVILEGED ATTORNEY-CLIENT COMMUNICATION
ATTORNEY WORK PRODUCT**

November 2, 2016

Vance Kemler
General Manager, Solid Waste and Recycling Services
City of Denton
1527 South Mayhill Road
Denton, Texas 76208

Re: Legal Fees Estimate for permitting of the proposed expansion of the
City of Denton Landfill and General Environmental Legal Services

Dear Mr. Kemler:

You have asked that Lloyd Gosselink provide an estimated budget for (1) legal services and costs relating to municipal solid waste, air and other matters covered by environmental law and (2) an estimated budget for the City of Denton's proposed expansion of its existing landfill. We base our estimate on the landfill expansion on the understanding that the application will be filed in 2016 and a hearing, if any, will commence in 2017 and last until late 2018. As explained below the combined estimated budgets for these two tasks is \$715,000 over three years.

Landfill Budget

Lloyd Gosselink's Air and Waste Practice Group generally breaks down the permitting process into five phases, with certain costs estimated for each phase. We arrive at a site-specific budget by modifying those general cost estimates to take into consideration the site-specific facts of a particular case. Typically, the most significant site-specific factor is the anticipated level of opposition expected from competitors or neighborhood groups formed to oppose the project.

The first phase will be complete with the submittal of the application to the TCEQ. As noted, we expect that the application will be submitted before December 31, 2016. Accordingly, there is no longer a specific budget set up for Phase I. The second phase covers the time period during which the permit application is submitted to the TCEQ until it has been declared technically complete. This phase is anticipated to be completed in mid 2017. The third phase covers the time period subsequent to the permit application being declared technically complete and continues until

EXHIBIT A

November 2, 2016

Page 2

such time as the application is either approved without a hearing or referred to the State Office of Administrative Hearings (SOAH) for a hearing. This phase is anticipated to begin in mid 2017 and end later in that year. The fourth phase is the contested case hearing phase which will likely occur in late 2017 and continue through late 2018. The fifth phase which includes, if it is reached, post-administrative judicial activities such as appeals, if necessary, is anticipated to occur in 2018 and 2019.

Phase II: 1/1/2017– 5/1/2017

This phase will cover the time period during which the permit application is submitted to the TCEQ until it has been declared technically complete. We anticipate this phase will be completed in mid 2017 and involve the following specific tasks:

- Attorney Tasks:
 - Coordinate with client and technical consultants regarding proposed revisions to the application due to TCEQ concerns.
 - Discuss and meet with TCEQ staff regarding technical completeness and adequacy of permit application.
 - Coordinate with Local and State Officials.
 - Coordinate regarding public notices.
 - Meet with TCEQ management regarding policy issues, if needed.
 - Negotiate with Local Officials and citizen groups regarding agreements and/or approvals.
 - Legal research on issues as they arise.
 - Conduct and participate in phone calls and correspondence with client, engineering group, other experts, and TCEQ.

- Costs:
 - Estimated attorney's fees and costs: \$40,000 - \$80,000.

Phase III: 5/1/2017 – 11/1/2017

This phase will cover the time period subsequent to the permit application being declared technically complete and will continue until such time as the application is either approved without a hearing or referred to the State Office of Administrative Hearings (SOAH) for a hearing. This phase is likely to be completed in late 2017. We have identified the following specific tasks that we anticipate will occur in Phase III:

- Attorney Tasks:
 - Monitor task schedules and coordinate with engineer group and other experts.
 - Coordinate with TCEQ regarding required public notices.
 - Legal research on issues as they arise.
 - Mediate and/or meet with prospective protestants to try to resolve all or some issues.
 - Work with TCEQ staff on Executive Director's Response to Comments.

EXHIBIT A

November 2, 2016

Page 3

- Coordinate public meeting(s), to include:
 - Helping with presentation,
 - Helping coordinate exhibits, and
 - Helping coordinate with TCEQ staff.
- Draft responses to hearing requests to seek to limit parties and issues.
- Potentially begin work on prefiled testimony and exhibits, including review of prior transcripts and depositions. Distribute relevant materials to experts.
- Costs:
 - Estimated attorney's fees and costs: \$50,000 - \$140,000.

Phase IV: 11/1/2017 – 9/31/2018

This phase will cover the contested case hearing and post-hearing phase, through consideration of the PFD by the Commission. If no protest, then this phase will not be reached.

- Attorney Tasks:
 - Conduct mediation and/or meetings with protestants and draft settlement documents.
 - Complete pre-filed testimony with experts and other witnesses.
 - Prepare for and attend jurisdictional hearing.
 - Propound and respond to discovery.
 - Review documents produced.
 - Prepare for and conduct hearing on the merits.
 - Prepare and respond to post-hearing briefs and Proposal for Decision.
 - Prepare for and participate in TCEQ Final Decision Agenda.
 - Research legal issues.
- Costs:
 - Estimated attorney's fees and costs to be reviewed after first three phases are completed.
 - Initial estimate of attorney's fees and costs: \$ 0 - \$225,000.

Phase V: 10/1/2018 – 10/1/2019

If needed, this phase will include responding to any motions for rehearing at TCEQ and/or defending the permit from State District Court challenges. It does not include possible Appellate Court challenges. Again, if there are no protests, this phase is not reached.

- Attorney Tasks:
 - Respond to Motions for Rehearing at TCEQ.
 - Coordinate with TCEQ and Texas Attorney General's Office.
 - Conduct Travis Co. District Court Administrative Appeal.

EXHIBIT A

November 2, 2016

Page 4

- Costs:
 - Estimated attorney's fees and costs: to be determined after Phase IV, if it occurs, is completed.

The fees and costs contained in this budget estimate are based on the expectation that two lawyers and one paralegal will be needed on this case. Our 2016 billing rates are as follows: Paul Gosselink (\$375 per hour); Duncan Norton (\$350.00 per hour); Jeff Reed (\$285.00 per hour); other attorneys to assist with legal research, briefing, and other preparations (average \$300.00 per hour); a paralegal (\$125.00 per hour); and law clerks (\$110.00 per hour). We anticipate that Paul Gosselink and Jeff Reed will be the attorneys primarily responsible for this representation. If the case includes a contested case hearing, other attorneys may be included to handle specific tasks.

Please understand that the wide range of costs projected for this case is primarily due to the uncertainties regarding the level of opposition and the fact that multiple technical issues that might arise due to the innovative aspects of this application. The time estimates are also approximate and largely dependent on TCEQ and SOAH schedules, which can vary significantly depending on those staff's workloads and opposing party considerations. Having no protestants or settling with protestants can significantly reduce these costs, depending on the timing of such settlement.

Taking into consideration the risks/uncertainties of all of the above variables, our budget estimate for our legal services for the landfill expansion project through Phase IV is \$445,000.

MSW, Air & General Environmental Matters

Lloyd Gosselink is also pleased to provide this budget estimate for the next 3 years, ending on September 30, 2019 to address municipal solid waste, air and general environmental matters as they arise. We estimate that an annual budget of \$90,000 per year or \$270,000 total will be appropriate. This results in a combined total estimated budget of \$715,000.

We very much appreciate the opportunity to represent the City. We value Denton very much as a firm client.

Once you have had the chance to review this estimate of legal fees, please feel free to call if you have any questions or wish to discuss this important matter further.

Sincerely,



Paul Gosselink

Exhibit ^B

| | 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. | | | |
| <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | | | |
| 1 | Name of vendor who has a business relationship with local governmental entity. <u>Lloyd Gosselink Rochelle & Townsend, P.C.</u> | | |
| 2 | <input type="checkbox"/> 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 7 th 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. <div style="text-align: center;"><u>Vance Kemler</u></div> <div style="text-align: center;">Name of Officer</div> <p>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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section. None</p> | | |
| 4 | <input checked="" type="checkbox"/> I have no Conflict of Interest to disclose. | | |
| 5 | DocuSigned by: <u>Paul Gosselink</u> <u>11/29/2016</u> Signature of Vendor doing business with the governmental entity Date | | |

Certificate Of Completion

| | |
|--|--|
| Envelope Id: A8832B3EA50D42EBA2CE65E448821D72 | Status: Completed |
| Subject: City Council DocuSign Item - 6288 Lloyd Gosselink Rochelle & Townsend, P.C. | |
| Source Envelope: | |
| Document Pages: 14 | Signatures: 5 |
| Supplemental Document Pages: 0 | Initials: 0 |
| Certificate Pages: 6 | |
| AutoNav: Enabled | Payments: 0 |
| Envelope Stamping: Enabled | Envelope Originator: Rebecca Hunter |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | rebecca.hunter@cityofdenton.com IP Address: 129.120.6.150 |

Record Tracking

| | | |
|---|---|--------------------|
| Status: Original 11/28/2016 3:12:20 PM | Holder: Rebecca Hunter rebecca.hunter@cityofdenton.com | Location: DocuSign |
|---|---|--------------------|

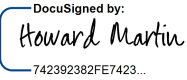
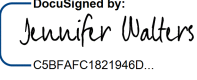
Signer Events

| Signer Events | Signature | Timestamp |
|---|---|---|
| Rebecca Hunter rebecca.hunter@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | Completed Using IP Address: 129.120.6.150 | Sent: 11/28/2016 3:17:29 PM Viewed: 11/28/2016 3:17:42 PM Signed: 11/28/2016 3:20:04 PM |

| | | |
|--|---|---|
| Paul Gosselink pgosselink@lglawfirm.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 11/29/2016 7:18:35 AM ID: e4a0d607-cc30-43b9-a3e2-7c11c08d73b3 | 7AF168BC9F444CE... Using IP Address: 206.126.39.98 | Sent: 11/28/2016 3:20:06 PM Viewed: 11/29/2016 7:18:35 AM Signed: 11/29/2016 7:21:56 AM |
|--|---|---|

| | | |
|---|---|---|
| John Knight 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: | C821996C2A2B439... Using IP Address: 129.120.6.150 | Sent: 11/29/2016 7:22:00 AM Resent: 1/11/2017 9:43:06 AM Viewed: 1/11/2017 10:34:35 AM Signed: 1/11/2017 10:34:46 AM |
|---|---|---|

| | | |
|--|---|---|
| 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: | Completed Using IP Address: 129.120.6.150 | Sent: 1/11/2017 10:34:49 AM Viewed: 1/11/2017 10:52:15 AM Signed: 1/11/2017 10:54:10 AM |
|--|---|---|

| Signer Events | Signature | Timestamp |
|---|--|--|
| <p>Howard Martin howard.martin@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> | <p>DocuSigned by:  742392382FE7423...</p> <p>Using IP Address: 129.120.6.150</p> | <p>Sent: 1/11/2017 10:54:14 AM Viewed: 1/17/2017 9:17:47 AM Signed: 1/17/2017 9:18:06 AM</p> |
| <p>Jennifer Walters jennifer.walters@cityofdenton.com City Secretary City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> | <p>DocuSigned by:  C5BF AFC1821946D...</p> <p>Using IP Address: 129.120.6.150</p> | <p>Sent: 1/17/2017 9:18:09 AM Viewed: 1/17/2017 2:22:40 PM Signed: 1/17/2017 2:22:54 PM</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>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:</p> | <p>COPIED</p> | <p>Sent: 11/29/2016 7:21:59 AM Viewed: 11/29/2016 7:39:09 AM</p> |
| <p>Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> | <p>COPIED</p> | <p>Sent: 11/29/2016 7:21:59 AM Viewed: 11/29/2016 7:27:38 AM</p> |
| <p>Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> | <p>COPIED</p> | <p>Sent: 1/11/2017 10:54:13 AM Viewed: 1/11/2017 10:55:22 AM</p> |
| <p>Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional)</p> | <p>COPIED</p> | <p>Sent: 1/11/2017 10:54:13 AM</p> |

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

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
 Procurement Assistant
 City of Denton
 Security Level: Email, Account Authentication (Optional)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

COPIED

Sent: 1/17/2017 2:22:57 PM
 Viewed: 2/21/2017 11:11:24 AM

Jane Richardson
 jane.richardson@cityofdenton.com
 Security Level: Email, Account Authentication (Optional)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

COPIED

Sent: 1/17/2017 2:22:58 PM

Scott Lebsack
 scott.lebsack@cityofdenton.com
 Security Level: Email, Account Authentication (Optional)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

COPIED

Sent: 1/17/2017 2:22:59 PM
 Viewed: 1/18/2017 5:55:15 AM

| Notary Events | Timestamp |
|---------------|-----------|
|---------------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 1/17/2017 2:22:59 PM |
| Certified Delivered | Security Checked | 1/17/2017 2:22:59 PM |
| Signing Complete | Security Checked | 1/17/2017 2:22:59 PM |
| Completed | Security Checked | 1/17/2017 2:22:59 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| 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.

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.