



February 12, 2016

Mr. Lowell Denton
Denton Navarro Rocha Bernal Hyde & Zech, PC
2517 North Main Avenue
San Antonio, TX 78212-4481

Re: Consultant Agreement (“Agreement”) with the City of Fort Worth – Public Safety Labor Negotiations with the Fort Worth Police Officers Association

Dear Mr. Denton,

This Agreement is to formalize your engagement to serve as a consultant to the City Manager for the City of Fort Worth in connection with public safety labor negotiations with the Fort Worth Police Officers Association. For purposes of this Agreement, you and Denton Navarro Rocha Bernal Hyde & Zech, PC, will be referred to as “You” or “Your” and the City of Fort Worth will be referred to as the “City” or “We.”

Your January 27, 2016 proposal is incorporated by reference into this agreement and is included in Your duties, with the understanding that Your services will be provided as a consultant to the City Manager, rather than providing legal representation.

Your primary contact with the City will be Valerie Washington, Assistant City Manager, in the City Manager’s Office. Ms. Washington will provide You with the specific work assignments in connection with this agreement.

The following are the additional terms and conditions of your employment:

A. Billing

1. Fees for Your services will be paid by the City at the rate of: Lowell Denton (Partner) \$350.00 per hour; Albert Peña (Partner) \$270.00 per hour; Liz Provencio (Partner) \$250.00 per hour; and Paralegals \$95.00 per hour. Billing will be in tenths of an hour and itemized. Do not perform services or incur reimbursable costs exceeding \$80,000.00 without prior written approval of the City Manager. As soon as You reasonably anticipate that Your engagement may exceed the dollar limits, please contact Ms. Washington to discuss future requirements.
2. Fee bills should be submitted monthly, but in no case less frequently than quarterly, to:

Valerie Washington Assistant City Manager
City of Fort Worth

OFFICE OF THE CITY ATTORNEY

The City of Fort Worth ★ 1000 Throckmorton Street ★ Fort Worth, Texas 76102
817-392-7600 ★ Fax 817-392-8359

1000 Throckmorton
Fort Worth, Texas 76102

With a copy to:
Christopher A. Troutt
City Attorney's Office
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

3. Fee bills should be itemized to include the following information:
 - a. The date of each service performed;
 - b. The project for which the service was performed;
 - c. A brief description of the service performed; and
 - d. The amount of time spent in performing the service
4. Please do not include past due invoice amounts in Your current billing, as such practice will delay payment until research can be done on the past due amount. Please stay current with Your billing. Services performed more than three months prior to initial billing for those services will not be honored. If there is a delay in payment, please contact Ms. Washington at (817) 392-8476 to resolve.
5. The City of Fort Worth will not pay for charges relating to word processing or computer time, except Westlaw or Lexis. If charged separately for Westlaw or Lexis, such use must be specifically described on the detailed billing. We do not anticipate that the services You are being retained to perform will require extensive research, word processing or computer time.
6. The City of Fort Worth will pay for photocopying at actual cost, which will generally not exceed \$.15 per page. When feasible, large copying projects should be sent to a copying service. Clerical time for photocopying will not be paid. We do not anticipate that Your services will require large copying projects.
7. Telephone and delivery charges will be paid at actual cost. These services should be used with restraint and only when necessary. The City of Fort Worth will not pay for ordinary postage and facsimile charges.
8. We do not pay for overhead expenses. Overhead, computer time, and preparation of fee bills are not reimbursable items unless specifically approved.
9. As You find it necessary to travel in connection with this agreement, travel arrangements should be discussed with Ms. Washington in advance. We will work together to schedule efficiently to reduce travel costs such as airfare, mileage and lodging.

10. Except during travel described above, We do not reimburse for the cost of meals. If business is conducted during a meal, appropriate charges may be made at normal hourly rates, but charges for food, beverages, etc., will not be reimbursed.
11. The City of Fort Worth reviews each fee and expenses bill to determine the reasonableness of the charges and the necessity and cost-effectiveness of the service and/or expense. In this regard, We may from time to time ask for additional supporting information regarding Your services.
12. You will provide the certification attached as Exhibit A with each of your bills.

B. Other Conditions of Employment

Conflicts of Interest. The City of Fort Worth expects the highest ethical standards in Your work as a consultant to the City Manager. You must be free of conflicting interests. Please provide me with a list of potentially conflicting representations with Your acceptance of this agreement or an affirmative statement that no potentially conflicting representations exist. Any potential conflict must be discussed with us as soon as You recognize its existence. Should a conflict or a potential conflict arise during Your services hereunder, please notify the undersigned immediately so that we may meet and resolve the matter.

We reserve the right to decide whether an actual or potential conflict exists. If, in the City's opinion, an actual or potential conflict does exist, You will not be permitted to go forward with your services as a consultant to the City Manager until the situation has been resolved.

C. General Terms and Conditions

1. The term of this Agreement shall begin upon Your acceptance and end one year from that date. This Agreement may be extended upon mutual written consent of both parties.
2. The City may terminate this Agreement at any time for cause or for convenience of the City by notice in writing to You. Upon the receipt of such notice, You must immediately discontinue all services and work in connection with the performance of this Agreement. The City will pay You for all appropriate services due and payable at the time of such termination. You shall not be entitled to lost or anticipated profits should the City choose to exercise its option to terminate.
3. You shall perform all work and services hereunder as an independent contractor and not as an officer, agent or employee of the City. You shall have exclusive control of and the exclusive right to control, the details of the work performed hereunder and all persons performing same and shall be solely responsible for the acts and omissions of Your agents, employees and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between You and the City, its agents,

- employees and subcontractors; and the doctrine of respondeat superior shall have no application as between You and the City.
4. You shall not have the right to assign, sublet or transfer this Agreement without the prior written consent of the City, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void.
 5. This Agreement shall be construed in accordance with the laws of the State of Texas. Should any action, at law or in equity, arise out of the terms herein, exclusive venue for said action shall be in Tarrant County, Texas.
 6. Neither party shall be liable for failure to perform its obligations under this Agreement if the performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party.
 7. You shall not disclose any sensitive or confidential information provided to you by the City. Confidential information shall be governed by the Non-Disclosure Agreement attached hereto as Exhibit C, and incorporated herein for all purposes.
 8. During the term of this Agreement, and at any time within three (3) years following the expiration of this Agreement, the City shall have the right of access to all information held in Your possession related to services performed under this Agreement, for audit purposes or any other lawful purpose. You agree to provide access to such information unless expressly prohibited from doing so by court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits and the need for the information. You agree that You will keep records relating to the services provided hereunder for as long as required by law.
 9. YOU AGREE TO RELEASE FROM LIABILITY, INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE LIABILITY OR EXPENSE FOR DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY PERSON, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR YOUR EMPLOYEES OR SUBCONTRACTORS, WHICH MAY ARISE OUT OF ANY NEGLIGENT ACT, ERROR OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT. YOU SHALL DEFEND AT YOUR OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, OR ANY OF THEM, RESULTING FROM SUCH NEGLIGENT ACT, ERROR OR OMISSION; AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH RESULTING FROM SUCH NEGLIGENT, ERROR OR OMISSION.

10. You shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

Professional Liability (Errors and Omissions)
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

If the agreement set out above is acceptable to you, please sign the Acceptance attached hereto and return it to me. If you wish to discuss any aspect of your services further before accepting, please call me at (817) 392-8476.

Mr. Denton, we look forward to working with you. With best personal regards I am,

Sincerely yours,

Valerie Washington
Assistant City Manager

Enclosures

C: David Cooke, City Manager
Christopher A. Troutt, Assistant City Attorney

Attested by:

Contract Authorization

Mary Kayser, City Secretary

Date

David Cooke
City Manager

Date

Approved as to Form And Legality:

Form 1295 Certification No.

Christopher A. Troutt
Senior Assistant City Attorney

ACCEPTANCE

To: City of Fort Worth

This is to acknowledge that I hereby agree to provide services as a consultant to the City Manager of the City of Fort Worth with regard to the public safety labor negotiations with the Fort Worth Police Officers Association in accordance with the terms and conditions specified in the Consultant Agreement of February ____, 2016.

Lowell Denton
Authorized Representative for Denton
Navarro Rocha Bernal Hyde & Zech, PC

Date:

**EXHIBIT A
CERTIFICATION**

Public Safety Labor Negotiations with the Fort Worth Police Officers Association

The attached bill of fees and expenses is submitted in compliance with the terms and conditions of my engagement as a consultant to the City Manager. Underlying documentation for fees and expenses will be retained for three years after payment for review by City of Fort Worth, if requested.

Lowell Denton

Date

**EXHIBIT B
CONFLICTS**

Please Check One (and provide information, as needed):

____ I have carefully reviewed the cases in which I am currently involved and certify that I do not have a conflict in serving as a consultant to the City Manager for the City of Fort Worth concerning the public safety labor negotiations with the Fort Worth Police Officers Association. I agree to notify Assistant City Manager Valerie Washington immediately if a conflict or potential conflict arises.

____ I have carefully reviewed the cases in which I am currently involved and have attached a list of potentially conflicting representations.

Lowell Denton

Date

EXHIBIT C
NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into between the **City of Fort Worth** (“City”) located at 1000 Throckmorton Street, Fort Worth, Texas, 76102, and **Lowell Denton, and Denton Navarro Rocha Bernal Hyde & Zech, PC** (“Recipient”) with offices located at 2517 North Main Street, San Antonio, Texas 78212. For purposes of providing information for public safety labor negotiations with the Fort Worth Police Officers Association, the City may be disclosing sensitive, confidential or personal information (“Confidential Information” or “City-provided Information”) to the Recipient. The City would not make such disclosures without Recipient's agreement to maintain confidential treatment of such information. It is understood that confidential, sensitive or personal information provided by the City may be the property of City partners, City employees or officials, as well as of City of Fort Worth, itself. Therefore, the parties agree as follows:

1. Recipient will not disclose or use any sensitive, personal, or confidential information from City designated orally or in writing as "Confidential" or "Sensitive" or in like words, or which Recipient should reasonably know is sensitive or confidential, without the prior written consent of City, and then only to the extent specified in such consent. Recipient agrees to treat Confidential Information as it would its own Confidential Information and to disseminate it within its own organization only to the extent necessary for the purposes for which it has been provided and only to Recipient's employees or consultants who are bound to maintain its confidentiality.

The Confidential Information is being disclosed for the purposes of public safety labor negotiations with the Fort Worth Police Officers Association.

2. Such restrictions on use or disclosure of Confidential Information described in Paragraph 1 do not extend to any information which (i) is publicly known at the time of its disclosure (ii) is lawfully received from a third party not bound in a confidential relationship to City (iii) is published or otherwise made known to the public by City (iv) is independently developed by Recipient or Subsidiary of the Recipient without using Confidential Information of City or (v) is required to be disclosed pursuant to a court order, duly authorized subpoena, or other governmental or legislative authority. In such cases, notice must be provided to City prior to such disclosure.
3. Upon request by City, Recipient shall return all Confidential Information received, with a letter confirming that the Confidential Information has in no way been compromised, and that all copies have been returned.
4. This Agreement shall be binding on the parties and their successors and assigns, and shall be governed by the laws of the state of Texas. This Agreement shall be effective for as long as the Consultant Agreement to which it is incorporated remains effective (“Initial Term”) with respect to any Confidential Information which is disclosed by City, unless either party notifies the other that subsequent disclosures are not to be included within the terms of this Agreement. Recipient’s duty to maintain the confidentiality of all Confidential Information shall continue even after the Consultant Agreement has expired.

5. This Agreement specifically prohibits the Recipient from granting any access to City-provided information to any third party. The Recipient is solely responsible to protect access to City-provided information against any third party while the information is in the Recipient's possession.
6. Recipient agrees that it shall store and maintain Confidential Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt Confidential Information in any way. Recipient shall notify the City immediately if the security or integrity of any Confidential information has been compromised or is believed to have been compromised.
7. The Recipient shall not distribute any information in any form that was in all or partly derived from any City-provided information.
8. **RECIPIENT SHALL BE LIABLE AND RESPONSIBLE FOR ALL DAMAGES THAT THE CITY INCURS DUE TO ANY BREACH OF THIS AGREEMENT CAUSED SOLELY BY RECIPIENT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES. THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, SHALL NOT BE LIABLE FOR ANY DAMAGES THAT RECIPIENT MAY INCUR AS A RESULT OF THE CITY'S RESTRICTIONS TO OR DENIAL OF ACCESS TO INFORMATION ON ACCOUNT OF ANY BREACH OF THIS AGREEMENT BY RECIPIENT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, OR FOR ANY REASONABLE SECURITY MEASURES TAKEN BY THE CITY. RECIPIENT, AT RECIPIENT'S OWN COST OR EXPENSE, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND/OR EMPLOYEES FROM AND AGAINST ANY CLAIM, LAWSUIT, DEMAND OR OTHER ACTION TO THE EXTENT THAT THE SAME ARISES FROM THE UNAUTHORIZED USE, DISTRIBUTION, DISCLOSURE, OR DISSEMINATION OF CITY CONFIDENTIAL INFORMATION AND CAUSED BY THE SOLE NEGLIGENT ACT(S) OR OMISSION(S) OR INTENTIONAL MISCONDUCT OF RECIPIENT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**
9. Recipient agrees that the City shall, during the Initial Term, and until the expiration of three (3) years after termination or expiration of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, data, documents, papers and records, both hard copy and electronic, of the Recipient, and any sub-recipient, involving transactions relating to this Agreement. Recipient agrees that the City shall have access during normal working hours to all necessary Recipient, and any sub-recipient facilities and shall be provided adequate and appropriate work space in order to conduct audits to ensure compliance with the provisions of this section. The City shall give Recipient, or any sub-recipient, reasonable advance written notice of intended audits.
10. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by an authorized representative of both the City and Recipient.

11. Recipient may not assign or in any way otherwise transfer any of its interest in this Agreement without the express written consent of the City.

The signature below by an authorized representative of each party shall indicate acceptance and agreement to the terms set forth herein.

CITY OF FORT WORTH:

**LOWELL DENTON and
Denton Navarro Rocha Bernal
Hyde & Zech, PC:
RECIPIENT:**

David Cooke, City Manager

Lowell Denton

Date

Date

Approved to Form and Legality:

Christopher A. Troutt Date
Senior Assistant City Attorney
