

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MILSOFT UTILITY SOLUTIONS, INC., FOR CONTINUED VENDOR SUPPORT OF THE MILSOFT INTERACTIVE VOICE RESPONSE AND ASSOCIATED SOFTWARE MODULES ALONG WITH NEW HARDWARE AND SOFTWARE UPGRADES FOR DENTON MUNICIPAL ELECTRIC, WHICH IS THE SOLE PROVIDER OF THIS SOFTWARE, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 252.022, WHICH PROVIDES THAT PROCUREMENT OF COMMODITIES AND SERVICES THAT ARE AVAILABLE FROM ONE SOURCE ARE EXEMPT FROM COMPETITIVE BIDDING, AND IF OVER \$50,000, SHALL BE AWARDED BY THE GOVERNING BODY; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8752 – AWARDED TO MILSOFT UTILITY SOLUTIONS, INC., FOR TWO (2) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSION, IN THE TOTAL FOUR (4) YEAR NOT-TO-EXCEED AMOUNT OF \$224,000.00).

WHEREAS, Section 252.022 of the Local Government Code provides that procurement of items that are only available from one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the City Council wishes to procure one or more of the items mentioned in the above paragraph; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following purchase of materials, equipment or supplies, as described in the “File” listed hereon, and on file in the office of the Purchasing Agent, and the license terms attached are hereby approved:

| <u>FILE</u> <u>NUMBER</u> | <u>VENDOR</u> | <u>AMOUNT</u> |
|------------------------------|---------------------------------|---------------|
| 8752 | Milsoft Utility Solutions, Inc. | \$224,000.00 |

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural

monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager, or their designee, is hereby authorized to execute the contract relating to the items specified in Section 1, attached hereto, and the expenditure of funds pursuant to said contract is hereby authorized.

SECTION 5. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. The ordinance was passed and approved by the following vote [___ - ___]:

| | Aye | Nay | Abstain | Absent |
|--|------------|------------|----------------|---------------|
| Mayor Gerard Hudspeth: | _____ | _____ | _____ | _____ |
| Vicki Byrd, District 1: | _____ | _____ | _____ | _____ |
| Brian Beck, District 2: | _____ | _____ | _____ | _____ |
| Paul Meltzer, District 3: | _____ | _____ | _____ | _____ |
| Joe Holland, District 4: | _____ | _____ | _____ | _____ |
| Brandon Chase McGee, At Large Place 5: | _____ | _____ | _____ | _____ |
| Jill Jester, At Large Place 6: | _____ | _____ | _____ | _____ |

PASSED AND APPROVED this the _____ day of _____, 2025.

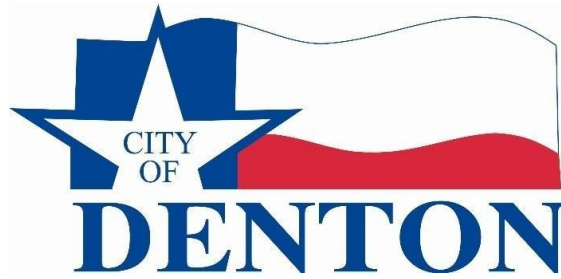
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: *Marcella Lunn*



DocuSign City Council Transmittal Coversheet

| | |
|--------------------------|---------------------------|
| FILE | 8752 |
| File Name | MILSOFT UTILITY SOLUTIONS |
| Purchasing Contact | Christa Christian |
| City Council Target Date | |
| Piggy Back Option | Not Applicable |
| Contract Expiration | |
| Ordinance | |

**RENEWAL AMENDMENT TO CONTRACT BETWEEN
CITY OF DENTON, TEXAS AND MILSOFT UTILITY SOLUTIONS, INC.
(Contract #8752)**

This Renewal Amendment to Contract (Contract 7209) (this **Amendment**) is entered into between the City of Denton, Texas (**City**) and Milsoft Utility Solutions, Inc. (**Supplier**).

Background

The City and Supplier have previously entered into Contract (7209), as amended (the **Agreement**). Initially capitalized terms used but not otherwise defined in this Amendment will have the meanings set forth in the Agreement. The parties desire to amend the Agreement as follows:

1 Effective Date

The terms of this Amendment are effective as of the latest date in the signature block.

2 Contract Term

Section (#18) of the Software Subscription contract will be deleted and replaced in its entirety with the following:

The contract term will be two (2) years commencing on 6/01/2025. The City and the Supplier shall have the option to renew this contract for an additional two (1) one-year periods. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

If at any time either party fails to perform a material obligation and does not remedy such failure within thirty (30) days following notice from the non-defaulting party, the nondefaulting party may elect to terminate this Contract by giving notice of termination to the party in default. Termination for default shall in no way prejudice the rights or remedies available to the non-defaulting party as a result of the default nor relieve Customer of its obligation to pay Milsoft for all compliant product provided and services actually rendered up to the date of termination. In the event either party breaches or defaults hereunder to the detriment of the other, in addition to other rights and remedies the party wronged shall be entitled to recover its reasonable attorney's fees and related expenses incurred, including but not limited to court costs incurred at both trial and appellate levels, in the enforcement of this Contract.

3 Fee Schedule

Attachment 1 to this Amendment includes the Annual Fee Schedule. This Attachment 1 shall replace Schedule A of the Original Agreement in its entirety.

4 Total Contract Amount

The contract total for the continued services shall not exceed \$224,000.

5 Updated contract number

This Amendment constitutes a new agreement beginning on the Effective Date between the parties incorporating, except as amended herein, all the terms and conditions in the Agreement for all intents and purposes. Such Agreement will have contract number **8752**.

Confirmation of Agreement

This Amendment (together with all exhibits attached hereto) constitutes the entire agreement between the parties regarding the matters of this Amendment and supersedes all prior and contemporaneous agreements and understandings regarding the matters of this Amendment. In the event of a conflict between this Amendment and the Agreement as it relates to the matters of this Amendment, the terms of this Amendment will control. Otherwise, all terms and conditions of the Agreement will remain in full force and effect and likewise apply to this Amendment.

Authorized Signatures:

“CITY”

CITY OF DENTON, TEXAS

By: _____


Name: _____

Title: _____

Date: _____

“SUPPLIER”

MILSOFT UTILITY SOLUTIONS, INC.

Signed by:
By:  _____
EFE80E52D06944F...

Name: Adam Turner, CEO of Business Operations

Title: CEO of Business Operations

Date: 3/4/2025

2025- 1276292

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER


ATTEST:

LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

DocuSigned by:
BY:  _____
4B070831B4AA438...

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

Signed by:
 Antonio Puente, Jr.
E3760944C2BF4B5...

SIGNATURE PRINTED NAME

DME General Manager

TITLE

Electric

DEPARTMENT



☎ 800-344-5647 🌐 www.milsoft.com
 ✉ 4400 Buffalo Gap Road | Suite 5150 | Abilene, TX 79606

Bill To

Kenn Darling
 Denton Municipal Electric
 1659 Spencer Road
 Denton, TX, 76205
 USA

Quote Number: **53765**
 Date Created: 02/21/2025
 Valid Until: 03/01/2025
 Account Manager: Kragen Kechely

Communications

| Quantity | Quoted Line Item | Contract Term | Price (Monthly) |
|------------------------------|--|---------------|-----------------|
| 1 | Hosted IVR Monthly Subscription Contract extension for dedicated Hosted IVR solution. Pricing reset; Call charges billed at \$0.05 per minute. The current contract expires on 5/31/2025. This new contract term will be 6/1/2025 thru 5/31/2027, with option of renewal thru 5/31/2029. | 2 Year(s) | \$4,500.00 |
| Communications Total: | | | \$4,500.00 |
| Non-Recurring Total: | | | \$0.00 |
| Recurring Monthly Total: | | | \$4,500.00 |
| Recurring Sub Total: | | | \$108,000.00 |
| Grand Total: | | | \$108,000.00 |

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable, or as an addendum to Customer's current contract(s) with Milsoft.

Terms and Conditions - Milsoft IVR™ Hosted System (Subscription)

Payment Terms

- Payment due in USD upon receipt of invoice

Price Inclusion

- Support Program

Price Exclusion

- For a non-approved payment gateway: fee (\$10,500) to audit and gain compliance

Subscription Terms

- Two (2) year initial term, commencing 6/01/2025, invoiced monthly
- Optional renewal to extend for 2 additional years (6/01/2027-5/31/2029), unless canceled in writing by notice of nonrenewal given prior to 4/01/2027; renewal pricing may be subject to change, not to exceed 7% increase
- Call Charges billed monthly at \$0.05 per minute

IMPORTANT! Hardware and Operating System (OS) Requirements

Customer, before signing below, please check online at <http://milsoft.com/hardware-software-requirements> to ensure that you have current compatibility and the latest recommendations for optimum functionality of this and all Milsoft® software with your organization's computers and devices.

Account Name: _____

Date: _____

Accepted By: _____

PO# (if applicable): _____

Printed Name: _____

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) and by City of Denton Ethics Code, Ordinance 18-757.

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.

Milsoft Utility Solutions, Inc.

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.

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government 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.

4 **I have no Conflict of Interest to disclose.**

5 Signed by: 

3/4/2025

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: E8768C98-8E90-45D9-B47B-35889AD625C4

Status: Sent

Subject: Please DocuSign: City Council Contract 8752 - Milsoft Utility Solutions

Source Envelope:

Document Pages: 8

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

3/3/2025 3:51:26 PM

Christa.Christian@cityofdenton.com

Signer Events

Signature

Timestamp

Christa Christian

Completed

Sent: 3/3/2025 3:56:11 PM

christa.christian@cityofdenton.com

Viewed: 3/3/2025 3:56:25 PM

Purchasing Supervisor

Signed: 3/3/2025 4:00:32 PM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Sent: 3/3/2025 4:00:35 PM

lori.hewell@cityofdenton.com

Viewed: 3/3/2025 4:08:12 PM

Purchasing Manager

Signed: 3/3/2025 4:08:35 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

Sent: 3/3/2025 4:08:39 PM

marcella.lunn@cityofdenton.com

Viewed: 3/3/2025 5:08:58 PM

Senior Deputy City Attorney

Signed: 3/3/2025 5:09:26 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Adam Turner, CEO of Business Operations

Signed by:
Adam Turner
EFE80E52D06944F...

Sent: 3/3/2025 5:18:32 PM

adam.turner@milsoft.com

Viewed: 3/4/2025 8:44:37 AM

CEO of Business Operations

Signed: 3/4/2025 9:19:09 AM

Milsoft Utility Solutions, Inc.

Signature Adoption: Drawn on Device

Security Level: Email, Account Authentication (None)

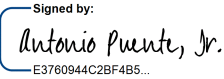
Using IP Address: 107.115.29.77

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 3/4/2025 8:44:37 AM

ID: b247e6cf-2e2a-4e59-84d0-baf10bf6db98

| Signer Events | Signature | Timestamp |
|--|--|---|
| Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) | Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10 | Sent: 3/4/2025 9:19:13 AM Viewed: 3/4/2025 11:49:33 AM Signed: 3/4/2025 11:50:11 AM |

Electronic Record and Signature Disclosure:
 Accepted: 3/4/2025 11:49:33 AM
 ID: 43b701af-51f2-4494-a0ba-c5c0cd62a375

| | |
|--|----------------------------|
| Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) | Sent: 3/4/2025 11:50:14 AM |
|--|----------------------------|

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sara Hensley
 sara.hensley@cityofdenton.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lauren Thoden
 lauren.thoden@cityofdenton.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| 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 |

| | | |
|--|---|---------------------------|
| Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | Sent: 3/3/2025 4:00:34 PM |
|--|---|---------------------------|

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| | | |
|--|---|---------------------------|
| Kragen Kechely Kragen.Kechely@milsoft.com Security Level: Email, Account Authentication (None) | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | Sent: 3/3/2025 5:18:36 PM |
|--|---|---------------------------|

Electronic Record and Signature Disclosure:
 Accepted: 3/3/2025 5:11:33 PM
 ID: adef46c1-7968-421b-888f-217c2837a675

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

Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary
City of Denton
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 3/4/2025 11:50:14 AM
Viewed: 3/4/2025 12:31:22 PM

City Secretary Office
citysecretary@cityofdenton.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jerry Looper
jerry.looper@cityofdenton.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 2/25/2025 7:53:45 AM
ID: 7c9c6c5a-14e9-4bb6-a732-f492988df99a

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

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

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

| | | |
|---------------|------------------|---------------------|
| Envelope Sent | Hashed/Encrypted | 3/3/2025 3:56:11 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: purchasing@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 melissa.kraft@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 purchasing@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 purchasing@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.