

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG), UNDER SECTION 791.001 OF THE STATE OF TEXAS GOVERNMENT CODE, TO AUTHORIZE THE CITY OF DENTON TO PURCHASE NEW DIGITAL ORTHOPHOTOGRAPHY SPATIAL DATA FROM THE NCTCOG GEOGRAPHIC INFORMATION SYSTEM FOR THE TECHNOLOGY SERVICES DEPARTMENT, PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8676 – AWARDED TO NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, IN A FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$650,000.00).

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to execute the Interlocal Cooperative Purchasing Agreement with North Central Texas Council of Governments under Section 791.001 of the Texas Government Code, a copy of which is attached hereto and incorporated by reference herein (the “Agreement”).

SECTION 2. The City Manager, or their designee, is authorized to expend funds pursuant to the Agreement for the purchase of various goods and services.

SECTION 3. 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 4. This ordinance shall become effective immediately upon its passage and approval.

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

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
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 \_\_\_\_\_, 2024.

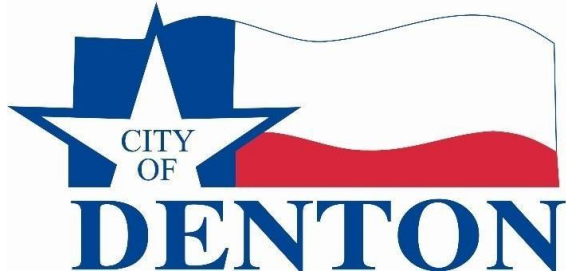
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

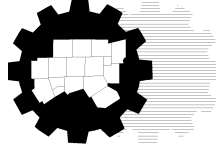
APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



## DocuSign City Council Transmittal Coversheet

IA	8676
File Name	Digital Spatial Data
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	



**North Central Texas Council of Governments**

**INTERLOCAL AGREEMENT BETWEEN  
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND  
CITY OF DENTON**

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) is a voluntary association of, by and for local governments and has an interest in providing information to its members to support planning, engineering, public safety, and municipal management activities; and,

**WHEREAS**, the City of Denton (Entity), wishes to have its map-based information system include digital orthophotography and/or LiDAR and/or derivative data provided by the Spatial Data Cooperative Program (SDCP) and has determined that the creation of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose; and,

**WHEREAS**, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can provide this information; and,

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code; and,

**WHEREAS**, NCTCOG and Entity are local governments as that term is defined in Section 791.003(4) of the Texas Government Code; and,

**WHEREAS**, Section 791.025 of the Texas Government Code authorizes local governments to agree with another local government to purchase goods and services; and,

**WHEREAS**, a local government that purchases goods and services under Section 791.025 of the Texas Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services; and,

**WHEREAS**, Entity represents and warrants that it is eligible to contract with NCTCOG under the act for the purposes recited herein and possesses adequate legal authority to enter into this Agreement.

**NOW, THEREFORE**, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the creation of digital aerial photography and/or LiDAR and/or derivative products.

### **I. LICENSING AND OBLIGATIONS**

All SDCP product licensing and obligations can be found in Attachment A of this document.

### **II. PERFORMANCE PERIOD AND TERMINATION**

This Agreement shall be effective upon the date of last signature of the Parties and remain in full force and effect for five (5) years. NCTCOG or Entity may terminate this Agreement at any time upon thirty (30) days written notice to the other Party. Entity shall remain liable for payment for any costs and expenses incurred by NCTCOG occurring up to the effective date of termination.

### **III. MISCELLANEOUS**

**Entirety of Agreement.** The terms and provisions of this Agreement and any attachments/addendums constitute the entire agreement of the undersigned parties and supersede any and all oral and written agreements between the parties relating to matters herein.

**Amendment.** This Agreement may be amended only by a written amendment executed by both parties. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered hereunder.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue shall lie exclusively in Tarrant County, Texas. In performing its obligations hereunder, each party shall operate and perform in accordance with all applicable state and federal laws.

**Disputes.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

**Severability.** In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provision of this Agreement, which shall remain in force and effect.

**Assignment.** No party to this Agreement may assign or otherwise transfer any of its interest in this Agreement without the express written consent of the other party.

**Immunity.** It is expressly understood and agreed that in the execution of this Agreement, that the parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its powers or functions.

**Non-appropriation of Funds.** Each party paying for the performance of governmental functions in this Agreement must make those payments from current revenues available to the paying party. In the event no funds or insufficient funds are appropriated by the Entity in any fiscal period for any payments due hereunder, Entity will notify NCTCOG of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Entity of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

**Force Majeure.** The Entity and NCTCOG shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, pandemic, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

**Certification.** The undersigned are properly authorized to execute this Agreement on behalf of the parties and each party certifies to the other that any necessary resolutions extending such authority have been fully passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

Signed by: Mike Eastland 11/4/2024  
A4E72C18FE0E426...  
 Mike Eastland Date  
 Executive Director

**CITY OF DENTON**  
 \_\_\_\_\_  
 (Entity)

\_\_\_\_\_  
 First Signature Date  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email: \_\_\_\_\_

ATTEST:  
 LAUREN THODEN, CITY SECRETARY  
 BY: \_\_\_\_\_

DocuSigned by: Marcella Lunn 11/1/2024  
4B079834B4AA438  
 APPROVED AS TO LEGAL FORM: Date  
 Name: Mack Reinwand  
 Title: City Attorney  
 Email: \_\_\_\_\_

DocuSigned by: Leisha Meine 11/4/2024  
D80D157ADABC4D5  
 Third Signature (optional) Date  
 Name: Leisha Meine  
 Title: Chief Technology Officer  
 Email: Leisha.Meine@cityofdenton.com

**ATTACHMENT A  
SDCP 2025 PRODUCT LICENSING AND OBLIGATIONS**

NCTCOG agrees to provide the Product(s) listed below for Entity’s use consistent with the terms herein. Upon delivery of the Product(s), NCTCOG shall invoice Entity in the amount(s) provided and Entity agrees to pay NCTCOG.

<b>Remote Sensing Product</b>	<b>Amount</b>
3” Orthophotography	44,256.06
6” Orthophotography	12,352.48
Oblique Photography:	0.00
LiDAR <input checked="" type="checkbox"/> 0.35M <input type="checkbox"/> Single Photon <input type="checkbox"/> Geiger-Mode	24,809.00
<b>Total</b>	<b>81,417.54</b>

<b>Aerial &amp; LiDAR Derivative Product</b>	<b>Amount</b>
1’ Contours (no breaklines)	0.00
2’ Contours (no breaklines)	0.00
1’ Contours (hydrology & transportation breaklines)	0.00
2’ Contours (hydrology & transportation breaklines)	0.00
3D Stereo Planimetrics	0.00
Change Detection Mapping	0.00
Impervious Surface	0.00
Landcover	
Enhanced Landuse	
Solar Mapping Potential	0.00
<b>Total</b>	<b>\$0.00</b>

<b>Aerial Derivative Product - 2D Planimetrics</b>	<b>Amount</b>
Discounted Bundle A – Building footprints, road edges, parking lots, bridges & sidewalk centerlines	0.00
Discounted Bundle B – Building footprints, road edges, parking lots, bridges & sidewalk edges	19,115.00
Building footprints	0.00
Bridges	0.00
Driveways	0.00
Fences	0.00
Lake edges	0.00
Parking lots	0.00
Pavement pads	1,491.00
Paved road centerlines	0.00
Paved road edges	0.00
Stream centerline	1,119.00
Stream edges	745.00



Swimming pools	0.00
Sidewalk centerlines	1,864.00
Sidewalk edges	0.00
Tree canopy	0.00
Unpaved road edges	0.00
<b>Total</b>	<b>\$24,334.00</b>

<b>SDCP 2025 Project Total</b>	<b>\$105,751.54</b>
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You have agreed to the payment terms listed below and have secured the total amount with purchase order (PO) number 9999 (Please enter a PO number if blank. If you have not yet secured a PO, please enter 9999).

Invoice Date

**Fiscal Year** or  **After Delivery**

Payment Years

FY 2024-25

If your payment is spread across two fiscal years you will be invoiced 50% of the total amount each year. Upon receipt of the first invoice, the Entity has thirty (30) days to review the products and pay said invoice or the remaining amount owed to the North Central Texas Council of Governments (NCTCOG).

**TERMINATION**

The parties agree that the Entity may terminate this Agreement by providing thirty (30) days' written notice to NCTCOG. Such notice shall be given to NCTCOG at the address set forth under its signature below. In the event of such termination, NCTCOG shall reimburse to the Entity pro-ratable portion of the contracted amount for services rendered. The Entity shall reimburse NCTCOG for staff time billed to the project up to termination at a rate of \$95.00/hour. Reimbursed amount shall not exceed the total project amount in Section II.

## LICENSE AGREEMENT

The personnel specified in Appendix A will serve as points of contact for their respective organizations. The following provisions are a license agreement between NCTCOG and the Entity with respect to data products that are identified above. NCTCOG is the owner of and has the right to grant a license to use the said data products free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret, or other proprietary rights.

The NCTCOG data product may be distributed to the Entity on CD-ROM, DVD, or portable hard drive. The Entity will need to install and operate the NCTCOG data product on properly configured and compatible computer equipment running third party system and application software supplied by the Entity. The Entity will also need to ensure that any required data not supplied by NCTCOG is in proper format and no other software or equipment having an adverse impact on the NCTCOG product is present.

### *A. Licensed Operating Environment*

- (1) Operating Equipment. In exchange for monetary consideration listed in section II, the Entity will be granted an exclusive operation license to install, store, load, execute, and display (collectively, "Use") the NCTCOG data product on as many local area networks and/or end-user workstations as the Entity reasonably needs in support of its own operation (the "Licensed Operating Environment"). Any software components of the NCTCOG data product are provided in machine-readable executable format only.
- (2) Authorized Users. Unless otherwise agreed in writing, the NCTCOG data product will be used by Entity officials, officers, employees, and authorized contractors only ("Authorized Users"). A contractor shall be deemed authorized to Use the data products by the Entity or NCTCOG if such Use is incidental to a larger relationship between the contractor and the Entity, and is used for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with that relationship. The contractor must agree in writing to be bound by the provisions of this Agreement.

### *B. Permitted Uses*

- (1) Use of NCTCOG Products. The Entity's Authorized Users may Use the NCTCOG data product in the Licensed Operating Environment for any use that furthers the Entity's internal operations or in furtherance of the Entity's mission.
- (2) Use of Generated Output or Other Data. Except as stated, the Entity will own all original works of authorship it may independently create. Digital output from the Entity's Use of the NCTCOG Data Product may be resized as desired and printed on black and white, color printers, or map plotters. Such printed hardcopies may be distributed to the Entity's officers, employees, citizens, contractors, or other persons in the regular course of business for their internal use or in connection with an actual transaction. Such printed output may be further copied, photographed, or reproduced digitally on the Internet. The Entity may charge a fee for such hardcopy printouts that exceed the actual direct cost of production. Without the prior written consent of NCTCOG, the Entity may not otherwise provide copied, digitized, reproduced, transmitted or disseminated, in whole or in part, any of the original digital data product in any form.

**APPENDIX A**

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

	MAIN CONTACT	ADDITIONAL CONTACT
Name:	Shelley Broyles	Donna Coggeshall
Title:	Program Manager	Research Manager
Department	Research and Information Services	Research and Information Services
Organization:	NCTCOG	NCTCOG
Street Address:	616 Six Flags Drive	616 Six Flags Drive
City, State, Zip	Arlington, Texas 76011	Arlington, Texas 76011
Phone	817-695-9156	817-695-9168
Email:	sbroyles@nctcog.org	dcoggeshall@nctcog.org

**CITY OF DENTON**

	MAIN CONTACT	ADDITIONAL CONTACT
Name:	Kevin Babcock	Stephanie Padgett
Title:	GIS Applications Supervisor	TS Administration Manager
Department	Technology Services	Technology Services
Organization:	City of Denton	City of Denton
Street Address:	601 E Hickory St., Ste A	601 E Hickory St., Ste A
City, State, Zip	Denton, TX 76205	Denton, TX 76205
Phone	(940) 349-8933	(940) 349-8199
Email:	kevin.babcock@cityofdenton.com	stephanie.padgett@cityofdenton.com

**Certificate Of Completion**


Envelope Id: A230F430BD9648FEA0DDFC59982CAB69	Status: Sent
Subject: Please DocuSign: City Council Contract 8676 NCTCOG Digital Spatial Data ILA	
Source Envelope:	
Document Pages: 9	Signatures: 3
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cori Power
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	cori.power@cityofdenton.com
	IP Address: 198.49.140.10

**Record Tracking**

Status: Original	Holder: Cori Power	Location: DocuSign
10/30/2024 3:29:01 PM	cori.power@cityofdenton.com	

**Signer Events**

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 198.49.140.10	Sent: 10/30/2024 3:46:24 PM Viewed: 10/30/2024 3:49:04 PM Signed: 10/30/2024 3:49:22 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/30/2024 3:49:25 PM Viewed: 10/30/2024 4:18:08 PM Signed: 10/30/2024 4:18:18 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/30/2024 4:18:20 PM Viewed: 10/30/2024 9:48:11 PM Signed: 11/1/2024 1:03:21 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Mike Eastland meastland@nctcog.org Executive Director north central texas council of governments Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 8.30.33.146	Sent: 11/1/2024 1:03:25 PM Resent: 11/1/2024 4:40:11 PM Viewed: 11/1/2024 4:41:59 PM Signed: 11/4/2024 11:28:20 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 11/1/2024 1:21:09 PM ID: 9202a4ac-f302-4b9b-8b38-6709a120d9c8		

Signer Events	Signature	Timestamp
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Leisha Meine  
Leisha.Meine@cityofdenton.com  
Chief Technology Officer  
City of Denton  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
D80D157ADABC4D5...  
Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.140.10

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Viewed: 11/4/2024 12:30:17 PM  
Signed: 11/4/2024 12:30:48 PM

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

Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)

Sent: 11/4/2024 12:30:52 PM  
Viewed: 11/4/2024 12:58:26 PM

**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
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 10/30/2024 3:49:25 PM  
Viewed: 10/30/2024 6:50:42 PM

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

Shelley Broyles  
SBroyles@nctcog.org  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 11/1/2024 1:03:23 PM  
Viewed: 11/1/2024 1:37:59 PM

**Electronic Record and Signature Disclosure:**  
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ID: 70935197-5ebd-4117-b52b-dc5a5c5dee35

Carbon Copy Events	Status	Timestamp
<p>Tim Barbee tbarbee@nctcog.org Director of Research and Information Services/CIO Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	<p>Sent: 11/1/2024 4:40:08 PM Viewed: 11/4/2024 6:23:48 AM</p>
<p>Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	<p>Sent: 11/4/2024 12:30:51 PM Viewed: 11/4/2024 12:31:36 PM</p>
<p>City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Stephanie Padgett Stephanie.Padgett@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	11/1/2024 4:40:08 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **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](mailto: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](mailto: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](mailto: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;
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**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)
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\*\* 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.



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