

22-389
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MCCALL, PARKHURST & HORTON, LLP, FOR BOND COUNSEL SERVICES AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (PSA 7942 – PROFESSIONAL SERVICES AGREEMENT FOR BOND COUNSEL SERVICES AWARDED TO MCCALL, PARKHURST & HORTON, LLP, IN THE NOT-TO-EXCEED AMOUNT OF \$1,250,000.00).

WHEREAS, McCall, Parkhurst & Horton, LLP, the professional services provider (the “Provider”) set forth in this ordinance, is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations applicable to the Provider’s profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is authorized to enter into the professional service contract attached hereto with McCall, Parkhurst & Horton, LLP, for Bond Counsel Services.

SECTION 2. The City Manager, or their designee, is authorized to expend funds as required by the attached contract.

SECTION 3. The City Council of the City of Denton, Texas 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. The findings in the preamble of this ordinance are incorporated herein by reference.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Jesse Davis and seconded by Brian Beck. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓	_____	_____	_____
Vicki Byrd, District 1:	✓	_____	_____	_____
Brian Beck, District 2:	✓	_____	_____	_____
Jesse Davis, District 3:	✓	_____	_____	_____
Alison Maguire, District 4:	✓	_____	_____	_____
Deb Armintor, At Large Place 5:	✓	_____	_____	_____
Paul Meltzer, At Large Place 6:	✓	_____	_____	_____

PASSED AND APPROVED this the 15th day of March, 2022.


GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

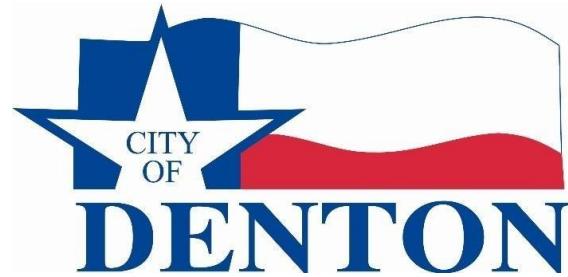
BY: Rosa Rios



APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

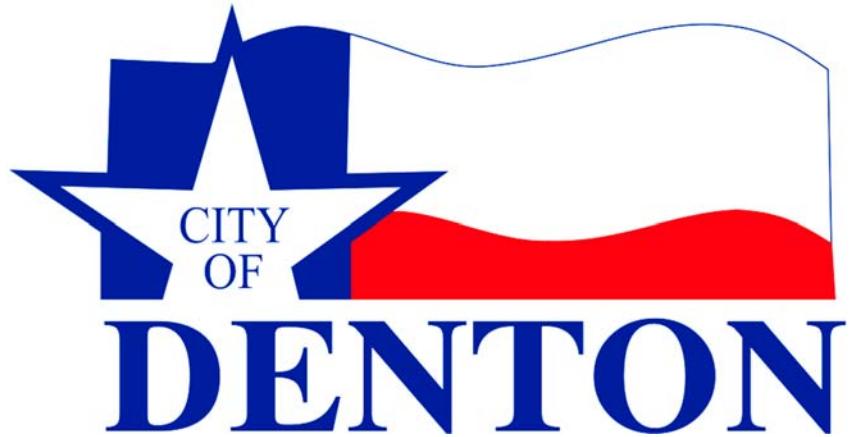
BY: Marcella Lunn

Digitally signed by Marcella Lunn
 DN: cn=Marcella Lunn, o=City of Denton, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
 Date: 2022.02.15 14:51:27 -06'00'



DocuSign City Council Transmittal Coversheet

PSA	7942
File Name	Bond Counsel
Purchasing Contact	Erica Garcia
City Council Target Date	MARCH 1, 2022
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	22-389



City of Denton Contract # 7942

Professional Legal Services – Bond Counsel

CONTRACT #7942
CONTRACT FOR PROFESSIONAL LEGAL SERVICES – BOND COUNSEL

STATE OF TEXAS §
COUNTY OF DENTON §

This CONTRACT, made and entered into this the 1ST day of March , 2022, by and between McCall, Parkhurst & Horton, LLP, 717 North Harwood, Ninth Floor, Dallas, Texas 75201-6587, 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 issuance of bonds and other debt obligations (the "Bonds") for the City of Denton.

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:

SCOPE OF ENGAGEMENT

Generally, Consultant will perform all usual and necessary legal services as Bond Counsel in connection with the authorization, issuance, and delivery of the Bonds as authorized and requested by City. Specifically, Consultant will prepare and direct the legal proceedings and perform the other necessary legal services with reference to the authorization, issuance and delivery of the Bonds, including the following:

1. Prepare all resolutions, ordinances, and other instruments pursuant to which the Bonds will be authorized, issued, delivered and secured, including election proceedings, if necessary, in cooperation and upon consultation with the City Council, their consultants, and other legal and financial advisors and consultants of City.
2. Attend meetings of the City Council with reference to the authorization and issuance of the Bonds to the extent required or requested.

3. Cooperate with the City Council and all other interested parties in the sale of the Bonds to the purchasers, and review bond purchase agreements.
4. Review those sections of any official statement to be disseminated in connection with the sale of the Bonds which describe the Bonds, the resolution or ordinance pursuant to which they will be issued and the tax-exempt treatment of the interest on the Bonds for purposes of federal income taxation.
5. If requested, assist City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
6. Submit the Bond transcript to the Public Finance Division of the Attorney General's office and obtain all necessary approvals.
7. Supervise the execution of the Bonds and the delivery thereof to the purchasers.
8. When so delivered, give Consultant's approving opinion covering the validity of the Bonds and the exemption of interest thereon from federal income taxes, it being understood that the approving opinion will be fully acceptable nationally in regular commercial investment banking bond marketing channels.

Consultant services as Bond Counsel do not include any responsibility for investigating the financial condition and affairs of City. Consultant's approving legal opinion as Bond Counsel will contain a paragraph substantially to the effect that Consultant has acted as Bond Counsel for City for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exemption of the interest on the Bonds from federal income taxes, and for no other reason or purpose. The paragraph will also disclose that Consultant has not been requested to investigate or verify, and have not investigated or verified, any records, data, or other material relating to the financial condition or capabilities of City, and has not assumed any responsibility with respect thereto.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, City will be Consultant's client and an attorney-client relationship will exist between City and Consultant. Consultant further assume that all other parties in a Bond transaction understand that Consultant represents only City in the transaction, Consultant is not counsel to any other party, and Consultant is not acting as an intermediary among the parties. Consultant services as Bond Counsel are limited to those contracted for in this Contract; City's execution of this Contract will constitute an acknowledgment of those limitations. Consultant's representation of City will not affect, however, Consultant's responsibility to render an objective bond approving opinion described in paragraph 7 above.

INDEMNITY AND INDEPENDENT CONTRACTOR RELATIONSHIP

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.

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.

FIRM NOT A MUNICIPAL ADVISOR

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), Consultant hereby informs City that Consultant is not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). In the course of performing Consultant's services as Bond Counsel in a transaction, Consultant may engage in analysis, discussion, negotiation, and advice

to City regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Bonds, and such services and advice may be essential to the development of the plan of finance for the issuance of the Bonds. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document that describes the material terms and provisions of the transaction, if an offering document is used in the offering of the Bonds, the preparation of the various closing Bonds that embody the terms and provisions of this transaction and the preparation and delivery of Consultant's legal opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component, but Consultant hereby advises City that while Consultant has expertise with respect to the legal aspects relating to the issuance of municipal securities, Consultant is not a "financial advisor" or "financial expert" in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, Consultant provides only legal advice, not purely financial advice that is not inherent in Consultant's legal advice to City. The City should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Bonds. By signing this Contract, City acknowledges receipt of this information, and evidences its understanding of the limitations of Consultant's role to City as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

CONFLICTS

As City is aware, Consultant represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that Consultant is representing City, one or more of Consultant's present or future clients will have transactions with City. It is also possible that Consultant may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. Consultant does not believe such representation, if it occurs, will adversely affect Consultant's ability to represent City as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to Consultant's representation of City, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this Contract will signify City's consent to Consultant's representation of others consistent with the circumstances described in this paragraph.

FEES AND OTHER SERVICES

The fee covering the legal services of Consultant, as Bond Counsel, for the issuance of traditional Bonds of City, such as general obligation bonds, certificates of obligation and utility system revenue bonds, in one or more installments, is as follows:

\$5,000 for the first \$1,000,000 of Bonds;
\$1.00 per \$1,000 of Bonds for the next \$9,000,000 of Bonds;
\$0.95 per \$1,000 of Bonds for the next \$30,000,000 of Bonds;

\$0.90 per \$1,000 of Bonds for the next \$60,000,000 of Bonds; and
\$0.50 per \$1,000 of Bonds thereafter.

For special Bond issuances, such as special assessment revenue bonds, fees for legal services will be set at an amount agreed upon by Consultant and City at such time the bond issuance is contemplated.

Also, Consultant would expect to be reimbursed for Consultant's actual out-of-pocket expenses reasonably and necessarily incurred in connection with the authorization, issuance, and delivery of such Bonds, i.e. travel, photocopies, courier, Form 8038G filing, Texas Bond Review Board filing and the Attorney General's filing fee.

Consultant's fees and expenses will be payable within 30 days after the delivery of and payment for such Bonds, but Consultant's fees are wholly contingent upon actual delivery of such Bonds.

The foregoing legal services as Bond Counsel do not include any direct responsibility for any kind of litigation. However, if during the issuance of Bonds any litigation should develop regarding the issuance of the Bonds or the provisions made for their payment or security, Consultant will consult, advise, and cooperate with City and its attorneys concerning any such litigation. Consultant's fees for such services would be based upon the customary hourly billing rates of the attorneys providing such additional services.

The firm will undertake upon the request of City such services as may be necessary to assist City in satisfying the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission or any necessary disclosure obligations of City in connection with the issuance of Bonds. Consultant's fees for such services would be based upon hourly billing rates of the attorneys providing such services, and such rates shall be \$375.00 per hour for partners and \$275 per hour for associates. Should it be necessary for Consultant to render a written opinion with respect to such matters, such fee for legal services provided in connection with the delivery of the opinion will be set at an amount agreed upon by us and City.

The parties anticipate invoices or statements for services billed at hourly rates 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 Bond Counsel 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 Finance Department.

All notices, billing statements and invoices shall be made in writing and may be given by personal delivery, by email or by mail. Notices and invoices sent by email shall be addressed to: accountspayable@cityofdenton.com with a copy to david.gaines@cityofdenton.com, and by

mail shall be addressed to: **Accounts Payable, 215 East McKinney, Denton, Texas 76201** with a copy to **David Gaines, Assistant City Manager/CFO, 215 East McKinney, Denton, Texas 76201**. When by mail and 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.

RECORDS

At City's request, papers and property furnished by City will be returned promptly upon receipt of payment for outstanding fees and client charges. Consultant's own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, Consultant reserves the right to dispose of any documents or other materials retained by us after the termination of this engagement.

TERM

The term of this agreement shall commence on March 27, 2022, and conclude on March 26, 2027. Until March 27, 2022, the Bond Counsel Contract #6254 dated December 6, 2016 and the terms thereof shall remain in effect.

TERMINATION OF AGREEMENT

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, and Consultant shall cease all work and labor being performed under this Contract upon receipt of such notice. Consultant may terminate this Contract by giving City 30 day's 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.

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.

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.

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.

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.

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.

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.

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.

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 Engagement”, “Indemnity and Independent Contractor Relationship,” and “Fees and Other Services” 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.

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.

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.

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.

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.

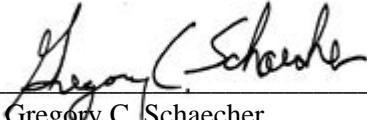
ADDITIONAL VERIFICATIONS AND CERTIFICATIONS

As required by Chapters 2271 and 2252, and Section 2274.002 of the Texas Government Code, Consultant hereby verifies and certifies that Consultant, including any of its wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, (a) does not and will not "boycott Israel" during the term of this Contract, (b) is not a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code, (c) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association", (d) will not discriminate during the term of this Contract against a firearm entity or firearm trade association, and (e) does not and will not boycott "energy companies" during the term of this Contract. Any defined terming in this paragraph is as defined in the Texas Government Code, as amended.

IN WITNESS HEREOF, the City of Denton, Texas, has caused this Contract to be executed by its duly authorized City Attorney, and Consultant has executed this Contract through its duly authorized undersigned partner.

ACCEPTED THIS THE 1ST DAY OF MARCH, 2022.

McCALL, PARKHURST & HORTON L.L.P.

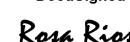
By: 
Gregory C. Schaecher
Email: gschaecher@mphlegal.com
Phone: (214) 754-9292

CITY OF DENTON, TEXAS

By: 
Sara Hensley
52360B296270433
SARA HENSLEY, INTERIM CITY
MANAGER

ATTEST:

ROSA RIOS, CITY SECRETARY

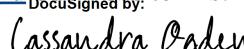
By: 
Rosa Rios
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

By: 
Mack Reinwand
4B0Z0831B4AA438...

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

By: 
Cassandra Ogden
E7FF20C194EA4F9...
SIGNATURE

PRINTED NAME

Director of Finance

TITLE
Finance

DEPARTMENT

Certificate Of Completion

Envelope Id: 15B489A276D34FF5AD390BF70C9B470A

Status: Completed

Subject: Please DocuSign: City Council Contract 7942

Source Envelope:

Document Pages: 12

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Erica Garcia

AutoNav: Enabled

Enveloped Stamping: Enabled

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

901B Texas Street

Denton, TX 76209

erica.garcia@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Erica Garcia

Location: DocuSign

2/14/2022 10:48:50 AM

erica.garcia@cityofdenton.com

Signer Events**Signature****Timestamp**

Erica Garcia

Completed

Sent: 2/14/2022 10:53:49 AM

erica.garcia@cityofdenton.com

Viewed: 2/14/2022 10:54:12 AM

Buyer

Signed: 2/14/2022 10:54:28 AM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Lori Hewell

A blue rectangular box containing the handwritten signature "Lori" in black ink, with "DS" in the top right corner.

Sent: 2/14/2022 10:54:30 AM

lori.hewell@cityofdenton.com

Viewed: 2/14/2022 11:23:51 AM

Purchasing Manager

Signed: 2/14/2022 11:24:22 AM

City of Denton

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.104**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Marcella Lunn

A blue rectangular box containing the handwritten signature "Marcella Lunn" in black ink, with "DocuSigned by:" above it and "4B070831B4AA438..." below it.

Sent: 2/14/2022 11:24:24 AM

marcella.lunn@cityofdenton.com

Viewed: 2/14/2022 11:24:42 AM

Deputy City Attorney

Signed: 2/14/2022 11:45:32 AM

City of Denton

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 68.191.210.54**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Cassandra Ogden

A blue rectangular box containing the handwritten signature "Cassandra Ogden" in black ink, with "DocuSigned by:" above it and "E7FF20C194EA4F9..." below it.

Sent: 2/14/2022 11:45:34 AM

Cassandra.Ogden@cityofdenton.com

Viewed: 2/14/2022 1:01:25 PM

Director of Finance

Signed: 2/14/2022 1:02:08 PM

City of Denton

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.10**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None)	 DocuSigned by: Sara Hensley 5236DB296270423...	Sent: 3/2/2022 10:00:33 AM Viewed: 3/2/2022 10:00:57 AM Signed: 3/2/2022 10:01:02 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	 DocuSigned by: Rosa Rios 1C5CA8C5E175493...	Sent: 3/2/2022 10:01:04 AM Viewed: 3/2/2022 2:33:46 PM Signed: 3/2/2022 2:35:01 PM
Electronic Record and Signature Disclosure: Accepted: 3/2/2022 2:33:46 PM ID: 9c3656a3-a5ae-407d-b250-ae6d5161d75d	Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	
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 cheylene.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/14/2022 10:54:31 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/14/2022 1:02:10 PM Viewed: 2/15/2022 8:50:06 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/2/2022 2:35:03 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Randee Klingele Randee.Klingele@cityofdenton.com Sr Treasury Analyst City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/2/2022 2:35:04 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Nina Hines nhines@mphlegal.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/2/2022 2:35:04 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/14/2022 10:53:49 AM
Certified Delivered	Security Checked	3/2/2022 2:33:46 PM
Signing Complete	Security Checked	3/2/2022 2:35:01 PM
Completed	Security Checked	3/2/2022 2:35:04 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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