ORDINANCE NO.

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PRESIDIO NETWORKED SOLUTIONS LLC, THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 240503 FOR THE FRESHSERVICE INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SYSTEM FOR THE TECHNOLOGY SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8839 – AWARDED TO PRESIDIO NETWORKED SOLUTIONS LLC, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$1,390,000.00).

WHEREAS, pursuant to Ordinance 2011-082, The Interlocal Purchasing System Program has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through The Interlocal Purchasing System Program at less cost than the City would expend if bidding these items individually; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

### THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

<u>SECTION 1</u>. The items shown in the "File Number" referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

FILE <u>NUMBER</u>	VENDOR	<u>AMOUNT</u>	
8839	Presidio Networked Solutions LLC	\$1,390,000.00	

<u>SECTION 2.</u> By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to The Interlocal Purchasing System Program for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents and related documents filed with The Interlocal Purchasing System Program and the purchase orders issued by the City.

<u>SECTION 3</u>. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by The Interlocal Purchasing System Program, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to The Interlocal Purchasing System Program, and related documents herein approved and accepted.

<u>SECTION 4</u>. 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.

<u>SECTION 5.</u> By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

<u>SECTION 6</u>. 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 []:		

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:				
Vicki Byrd, District 1:				
Brian Beck, District 2:				
Suzi Rumohr, District 3:				
Joe Holland, District 4:				
Brandon Chase McGee, At Large Place 5:				
Jill Jester, At Large Place 6:				
PASSED AND APPROVED this th	ne	day of		, 2025.

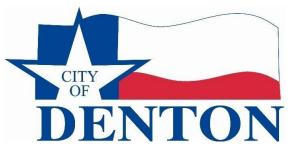
GERARD HUDSPETH, MAYOR

# ATTEST: LAUREN THODEN, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



# Docusign City Council Transmittal Coversheet

СООР	8839
File Name	FreshService Information Techology Service Management
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

## CONTRACT BY AND BETWEEN CITY OF DENTON, TEXAS AND PRESIDIO NETWORKED SOLUTIONS LLC (File #8839)

THIS CONTRACT is made and entered into this date \_\_\_\_\_\_, by and between Presidio Networked Solutions LLC a Florida Limited Liability Company, whose address is <u>8161</u> Maple Lawn Blvd. Suite 15 Fulton, MD 20759, hereinafter referred to as "Supplier," and the CITY OF DENTON, TEXAS, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

## **SCOPE OF SERVICES**

Supplier shall provide products in accordance with The Interlocal Purchasing System (TIPS) Cooperative Purchasing Contract #240503, incorporated herein for all purposes as **Exhibit "B"**. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (Exhibit "A");
- (b) TIPS Cooperative Purchasing Contract #240503 with Presidio Networked Solutions LLC (Exhibit "B" on file at the office of the Purchasing Agent);
- (c) Certificate of Interested Parties Electronic Filing (Exhibit "E");
- (d) Insurance Requirements (Exhibit "F");
- (e) Form CIQ Conflict of Interest Questionnaire (**Exhibit** "G")

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

### Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. *By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

### Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy

*companies during the term of the agreement.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

# Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm trade association; and (2) will not discriminates against a firearm trade association; and (2) will not discriminates against a firearm entity or firearm trade association. The terms of the contract against a firearm trade association is signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

# Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.

# Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

### **SUPPLIER**

-Sianed by:

BY: Frik Hayko AUTHORIZED SIGNATURE

Printed Name: Erik Hayko

Title: <u>Senior Contracts Manager</u>

608-371-6750

PHONE NUMBER

**CITY OF DENTON, TEXAS** 

BY: SARA HENSLEY, CITY MANAGER

ATTEST: LAUREN THODEN, CITY SECRETARY

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

ehayko@presidio.com EMAIL ADDRESS

2025-1309816

TEXAS ETHICS COMMISSION 1295 CERTIFICATE NUMBER

MACK REINWAND, CITY ATTORNEY

APPROVED AS TO LEGAL FORM:

DocuSigned by:

Marcella Iunn BY: 180708318444438

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

DocuSigned by: eisha Meine Leisha Meine STOPPOATADARE 25...

PRINTED NAME

\_Chief Technology Officer TITLE

Technology Services DEPARTMENT

## Exhibit A Special Terms and Conditions

## 1. <u>Contract Term</u>

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. 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.

## 2. <u>Total Contract Amount</u>

The contract total shall not exceed **\$1,390,000**. Pricing shall be per Exhibit B on file at th office of the Purchasing Agent.

## **Exhibit C** Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

# <u>Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.</u>

The contractor shall:

- 1. Log onto the State Ethics Commission Website at : <u>https://www.ethics.state.tx.us/filinginfo/1295/</u>
- 2. Register utilizing the tutorial provided by the State
- 3. Print a copy of the completed Form 1295
- 4. Enter the Certificate Number on page 2 of this contract.
- 5. Complete and sign the Form 1295
- 6. Email the form to <u>purchasing@cityofdenton.com</u> with the contract number in the subject line. (EX: Contract 1234 Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

#### Exhibit D

# **INSURANCE REQUIREMENTS**

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without I i m i t i n g any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least <u>A- or better</u>.
- Any deductibles or self-insured retentions shall be declared in the proposal.
- Liability policies shall be endorsed to provide the following:
  - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
  - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that

this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

# SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted: except for 10 days for nonpayment of premium

# A. COMMERCIAL GENERAL LIABILITY INSURANCE

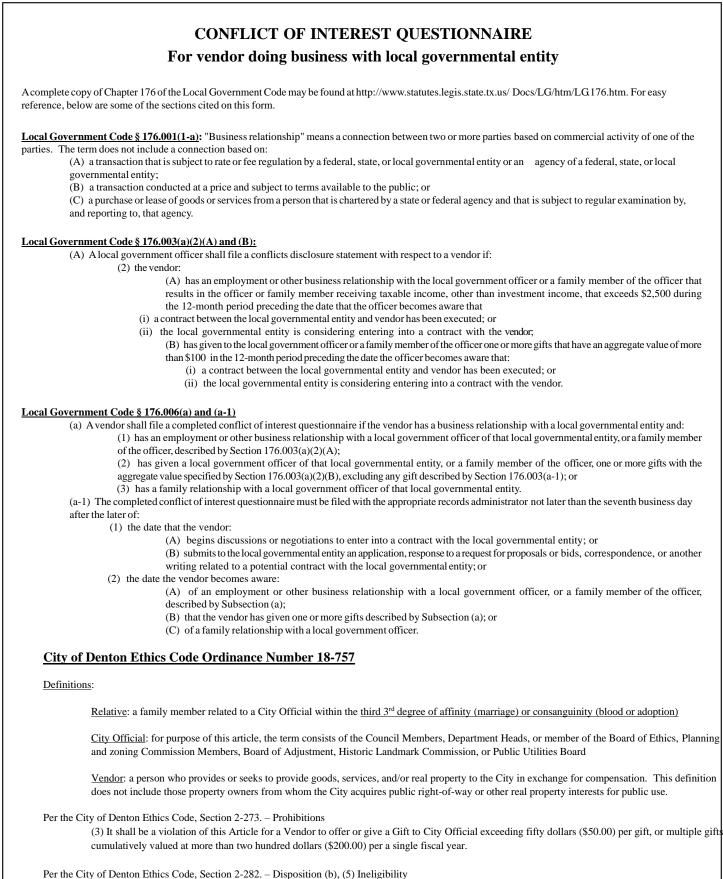
Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

# B. CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE

**Cyber/Technology Network Liability and Risk Insurance**, **inclusive of Information Security and Privacy** (first and third party coverage) to provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential information, and copyright infringement with minimum limits with minimum limits of \$1,000,000.00 per claim.

**NOTE:** Professional Liability Insurance and Cyber/Technology Network Liability and Network Risk Insurance may be combined on one policy with a \$2,000,000.00 limit.

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 busin by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a 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	) and by City of Denton
date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Govern	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offer misdemeanor.	nse under this section is a
1 Name of vendor who has a business relationship with local governmental entity.	
Presidio Networked Solutions LLC	
2 Check this box if you are filing an update to a previously filed questionnaire.	and an arthouse the
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later the after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	han the 7 <sup>th</sup> business day
<b>3</b> 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 describe 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, I completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), a Attach additional pages to this Form CIQ as necessary.	B, C & D), must be
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, fr	rom the vendor?
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local governmental entity?	nment officer named in
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government offic or director, or holds an ownership of one percent or more?	er serves as an officer
Yes No	
D. Describe each employment or business and family relationship with the local government officer named in this section.	
4	
<sup>4</sup> X I have no Conflict of Interest to disclose.	
5 Signed by:	
Erik Hayko 5/19/2025	
Signature of 2456807 doing business with the governmental entity Date	



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.

Form provided by Texas Ethics Commission

# docusign

#### **Certificate Of Completion**

Envelope Id: DDE54C7A-BA7E-49BE-985D-8C936D6DD4A7 Subject: Please DocuSign: City Council Contract 8839 Fresh Service IT Service Management Source Envelope: Document Pages: 11 Signatures: 4 Certificate Pages: 6 Initials: 1 AutoNav: Enabled EnvelopeId Stamping: Enabled

#### **Record Tracking**

Status: Original 5/16/2025 10:14:29 AM

#### Signer Events

Gabby Leeper gabby.leeper@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign

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

Lori Hewell

lori.hewell@cityofdenton.com Purchasing Manager

City of Denton Security Level: Email, Account Authentication (None)

#### Electronic Record and Signature Disclosure: Not Offered via Docusign

Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via Docusign

Erik Hayko ehayko@presidio.com SLED Senior Contracts Manager

Presidio Networked Solutions LLC

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 5/19/2025 8:19:16 AM ID: 2e9c79bf-9728-49f1-9e8e-84518e242adc Holder: Gabby Leeper Gabby.Leeper@cityofdenton.com

# Signature

# Completed

Using IP Address: 198.49.140.104

# UH DS

Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104

— DocuSigned by: Marculla Lunn — 4807083184AA438...

Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10

— Signed by: Evik Hayko — 245F88D755F7477...

Signature Adoption: Pre-selected Style Using IP Address: 68.114.241.161

Status: Sent

Envelope Originator: Gabby Leeper 901B Texas Street Denton, TX 76209 Gabby.Leeper@cityofdenton.com IP Address: 198.49.140.104

Location: DocuSign

### Timestamp

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Signer Events	Signature	Timestamp
Leisha Meine	DocuSigned by:	Sent: 5/19/2025 8:31:41 AM
eisha.meine@cityofdenton.com	Leisha Meine	Viewed: 5/19/2025 9:05:58 AM
Chief Technology Officer	D60D157ADABC4D5	Signed: 5/19/2025 9:06:30 AM
City of Denton		-
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(None)	Using IP Address: 198.49.140.10	
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Cheyenne Defee		Sent: 5/19/2025 9:06:34 AM
cheyenne.defee@cityofdenton.com		
Procurement Administration Supervisor		
City of Denton		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Sara Hensley		
sara.hensley@cityofdenton.com		
Security Level: Email, Account Authentication		
Electronic Record and Signature Disclosure:		
Not Offered via Docusign		
_auren Thoden		
auren.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	CODIED	Sent: 5/16/2025 10:17:28 AM
cheyenne.defee@cityofdenton.com	COPIED	
Procurement Administration Supervisor		
City of Denton		
Security Level: Email, Account Authentication		
(None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Gretna Jones		Sent: 5/19/2025 9:06:34 AM
gretna.jones@cityofdenton.com	COPIED	Viewed: 5/19/2025 3:01:08 PM
Legal Secretary		
City of Denton		

(None)

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Not Offered via Docusign		
City Secretary Office		
citysecretary@cityofdenton.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Stephanie Padgett		
Stephanie.Padgett@cityofdenton.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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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

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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:	
	•Allow per session cookies
	•Users accessing the internet behind a Proxy
	Server must enable HTTP 1.1 settings via
	proxy connection

# **Required hardware and software**

\*\* 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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