ORDINANCE NO.

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH JOHNSTON TECHNICAL SERVICES, INC., THROUGH THE DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE PURCHASING NETWORK CONTRACT NOS. DIR-CPO-4792 AND DIR-CPO-5385, FOR THE PURCHASE OF MICROWAVE RADIO NETWORK EQUIPMENT, ACCESSORIES, AND SERVICES FOR THE TECHNOLOGY SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8849 – AWARDED TO JOHNSTON TECHNICAL SERVICES, INC., IN THE FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$1,625,000.00).

WHEREAS, pursuant to Ordinance 20-196, the Texas Department of Information Resources Cooperative Contracts 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 Texas Department of Information Resources Cooperative Contracts 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 numbered items in the following numbered purchase order for materials, equipment, supplies, or services, shown in the "File Number" listed hereon, and on file in the office of the Purchasing Agent, are hereby approved:

FILE <u>NUMBER</u>	VENDOR	<u>AMOUNT</u>
8849	Johnston Technical Services, Inc.	\$1,625,000.00

<u>SECTION 2</u>. By the acceptance and approval of the above numbered items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to the Texas Department of Information Resources Cooperative Contracts 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 Texas Department of Information Resources Cooperative Contracts 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 Texas Department of Information Resources Cooperative Contracts 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 Texas Department of Information Resources Cooperative Contracts Program and related documents herein approved and accepted.

<u>SECTION 4</u>. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

<u>SECTION 5</u>. This ordinance shall become effective immediately upon its passage and approval.

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:				
Vicki Byrd, District 1:				
Brian Beck, District 2:				
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 the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST: LAUREN THODEN, CITY SECRETARY

BY:_____

APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

FILE	8849
File Name	Microwave Radios, Network and Accessories
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 JOHNSTON TECHNICAL SERVICES, INC. (File # 8849)

THIS CONTRACT is made and entered into this date ______, by and between <u>Johnston Technical Services, Inc.</u>, a Texas Corporation, whose address is <u>5310 S Cockrell Hill</u> <u>Rd Dallas, TX 75236</u>, 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 Texas Department of Information Resources (DIR) Cooperative Purchasing Contracts #DIR-CPO-4792, and DIR-CPO-5385, 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) Texas Department of Information Resources (DIR) Cooperative Purchasing Contract #DIR-CPO-4792 and DIR-CPO-5385 with Johnston Technical Services, Inc., (Exhibit "B" on file at the office of the Purchasing Agent);
- (c) Certificate of Interested Parties Electronic Filing (Exhibit "C");
- (d) Insurance Requirements (Exhibit "D");
- (e) Form CIQ Conflict of Interest Questionnaire (Exhibit "E")

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 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 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 BY: John Thompson AUTHORIZED SIGNATURE

Printed Name: John Thompson

Title: General Manager

972-620-1435 PHONE NUMBER

CITY OF DENTON, TEXAS

BY:

SARA HENSLEY, CITY MANAGER

ATTEST: LAUREN THODEN, CITY SECRETARY

BY:

john.thompson@jts.net EMAIL ADDRESS

2025-1319051

TEXAS ETHICS COMMISSION 1295 CERTIFICATE NUMBER APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY

BY: Marcula Lunn 4B070831B4AA438...

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

DocuSigned by:

Luisha Muine Leisha Meine STODATORE PRINTED NAME

<u>Chief Technology Officer</u> TITLE

Technology Services DEPARTMENT

Exhibit A Special Terms and Conditions

1. Contract Term

The contract term will be five (5) years, effective from date of award.

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 \$1,625,000.00. Pricing shall be per DIR Cooperative.

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,</u> in accordance with Government Code 2252.908.

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 limiting 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. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - o 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:

A. 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. Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for Employers Liability are: Bodily Injury by Accident: \$100,000.00 Each Accident Bodily Injury by Disease: \$100,000.00 Each Employee Bodily Injury by Disease: \$500,000,000.00 Policy Limit

NOTES:

- a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.
- **C. Business Automobile Liability Insurance** covering owned, hired, and nonowned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$500,000.00 per occurrence.

NOTE:

a. If CONTRACTOR does not have owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

D. Professional Liability Insurance

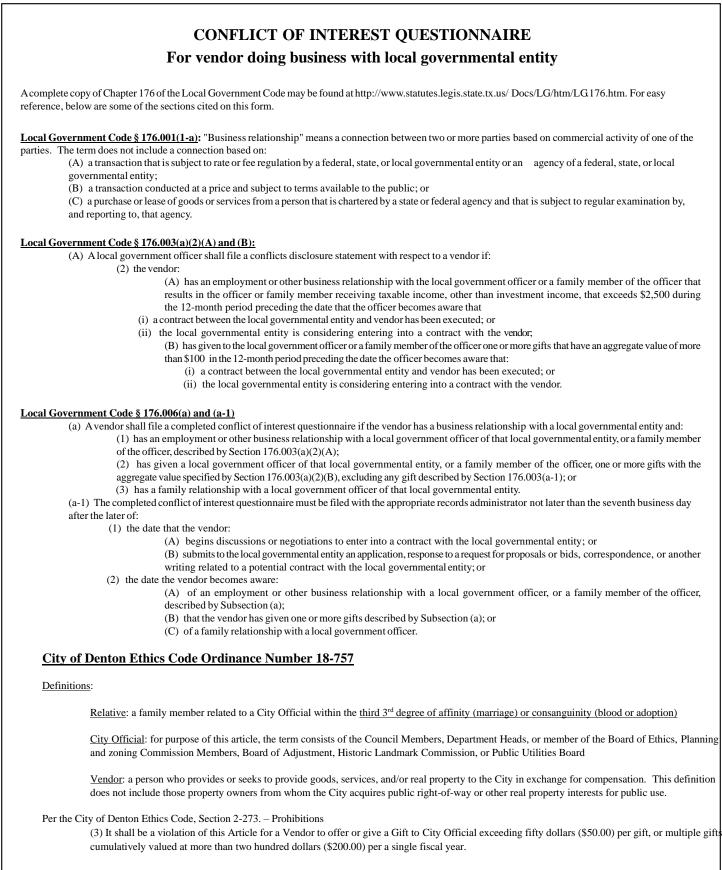
If CONTRACTOR is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the CONTRACTOR becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

CONFLICT OF INTER	EST QUESTIONNAIRE -		FORM CIQ
For vendor or other perse	on doing business with local g	overnmental entity	
This questionnaire reflects ch	anges made to the law by H.B. 23, 84	th Leg., Regular Session.	
by Section 176.001(1-a) with a loca Ethics Code, Ordinance 18-757. By law this questionnaire must be f	ccordance with Chapter 176, Local Governn I governmental entity and the vendor meets iled with the records administrator of the log facts that require the statement to be filed.	s requirements under Section 176.006 cal government entity not later than t	6(a) and by City of Denton the 7th business day after the
A vendor commits an offense if the misdemeanor.	e vendor knowingly violates Section 176.0	06, Local Government Code. An of	ffense under this section is a
1 Name of vendor who has a busir	ness relationship with local governmental e	entity.	
Johnston Technical So	ervices, Inc.		·
	e filing an update to a previously filed question filed question are with		r than the 7 th husiness day
	became aware that the originally filed question		
3 Name of local government officer at	oout whom the information in this section is bein	ng disclosed.	
	Name of Offic	er	
176.003(a)(2)(A). Also describe any fai	iness relationship with the local government office mily relations hip with the local government office he vendor has an employment or other business rel- Q as necessary.	r. This section, (item 3 including subparts	A, B, C & D), must be
A. Is the local government officer nar	ned in this section receiving or likely to receive tax	able income, other than investment income	e, from the vendor?
	receive taxable income, other than investment income is not received from the local governmental enti		vernment officer named in
Yes	X No		
C. Is the filer of this questionnaire em or director, or holds an ownership	ployed by a corporation or other business entity with of one percent or more?	ith respect to which the local government o	fficer serves as an officer
Yes	X No		
D. Describe each employment or busi	ness and family relationship with the local government	nent officer named in this section.	
4 X I have no Conflict of I	nterest to disclose.		
5 DocuSigned by:			
John Thompse		6/5/2025	
Signature of Vendor doing bus	iness with the governmental entity	Date	



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

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

Form provided by Texas Ethics Commission

docusign

Certificate Of Completion

Envelope Id: DFF274E7-7EC8-4B9C-B3ED-0CDB0B3887B8 Subject: Please DocuSign: City Council Contract 8849 Microwave Radios, Network & Accessories Source Envelope: Document Pages: 12 Signatures: 4 Certificate Pages: 6 Initials: 1 AutoNav: Enabled EnvelopeId Stamping: Enabled Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original 6/3/2025 2:12:44 PM

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

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

John Thompson john.thompson@jts.net General Manager JTS Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 12/7/2017 3:12:22 PM ID: 1694e3f0-63dd-4681-abaa-c703dbe2116a Holder: Gabby Leeper Gabby.Leeper@cityofdenton.com

Signature

Completed

Using IP Address: 198.49.140.104

UH UH

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

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

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

Jolun Thompson 83772A75A7AF469...

Signature Adoption: Pre-selected Style Using IP Address: 98.6.225.38

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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Sent: 6/5/2025 8:38:10 AM Viewed: 6/5/2025 8:42:26 AM Signed: 6/5/2025 9:02:05 AM

Signer Events	Signature	Timestamp
Leisha Meine	DocuSigned by:	Sent: 6/5/2025 9:02:09 AM
leisha.meine@cityofdenton.com	Leisha Meine	Viewed: 6/5/2025 9:13:49 AM
	D60D157ADABC4D5	
Chief Technology Officer		Signed: 6/5/2025 9:14:26 AM
City of Denton	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication	Using IP Address: 174.244.52.74	
(None)	Signed using mobile	
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Cheyenne Defee		Sent: 6/5/2025 9:14:30 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		
(None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Lauren Thoden		
lauren.thoden@cityofdenton.com		
Security Level: Email, Account Authentication		
(None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cheyenne Defee	CODIED	Sent: 6/3/2025 2:33:33 PM
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	CODIED	Sent: 6/5/2025 9:14:30 AM
gretna.jones@cityofdenton.com	COPIED	Viewed: 6/6/2025 12:04:30 PM
Legal Secretary	I	
Legal Decretary		
City of Denton		
City of Denton Security Level: Email, Account Authentication (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
Electronic Record and Signature Disc	loguro	

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

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.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below. By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF • ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can • print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from • exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.