ORDINANCE NO.	

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH THE UNIVERSITY OF NORTH TEXAS, UNDER THE GOVERNMENT CODE, CHAPTER 791.001, FOR GYMNASIUM RENTAL SPACE FOR THE PARKS AND RECREATION DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8876 – AWARDED TO THE UNIVERSITY OF NORTH TEXAS, IN THE FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$500,000.00).

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

<u>SECTION 1</u>. The City Manager, or their designee, is hereby authorized to execute the Interlocal Cooperative Purchasing Agreement with the University of North Texas under Section 791.001 of the Texas Government Code, a copy of which is attached hereto and incorporated by reference herein (the "Agreement").

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

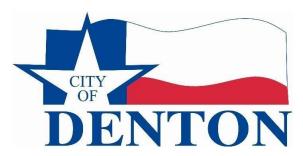
<u>SECTION 3</u>. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

 $\underline{\text{SECTION 4}}.$ This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinal seconded 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	e	day of		, 2025.

			—
CERARD	HUDSPETH.	MAVOR	

ATTEST: INGRID REX, INTERIM CITY SECRETARY
BY:
D1
APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY
BY: Leah Bush
Marcella Lunn



Docusign City Council Transmittal Coversheet

FILE	8876
File Name	UNT ILA Gym Use Agreement
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

UNT PROVIDED INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the University of North Texas, a public higher education institution of the State of Texas, located at 1155 Union Circle #310979, Denton, Texas 76203-5017 ("University") and the City of Denton, a Texas home-rule municipal corporation ("City"). This Agreement is entered into according to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, which allows local governments to contract with one or more units of local government to perform governmental functions and services.

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

- Scope of Work. University will perform the services outlined in Attachment A ("Services"), attached hereto and incorporated by reference herein ("Services"). City understands and agrees that, consistent with the University's educational and research mission, the University will have the discretion to involve university students in the performance of the services.
- <u>Duties of University</u>. University will provide to City the deliverables outlined in Attachment A, incorporated by reference herein
- 3. <u>Cost.</u> As consideration for University's performance of the Services, the City will pay University the costs outlined in Attachment A, incorporated by reference herein. The Parties agree that the said amount does not exceed the cost of recovery.

4. Payment.

- <u>4.1</u> <u>Schedule</u>. The City shall pay University the compensation on the dates or milestones outlined in Attachment A, incorporated by reference herein.
- <u>4.2 Remittance</u>. All payments shall be sent to University at the address outlined in Attachment A.
- <u>4.3 Current Revenues</u>. According to Chapter 791, the Parties acknowledge and agree that any payments from the City to the University for services performed under this Agreement must be made from current revenues available to the City.
- <u>4.4</u> Fair Compensation. The Parties agree that the payment amount outlined in Attachment A constitutes fair compensation for the services to be performed under this Agreement.
- 4.5 Availability of Funding. The University acknowledges and agrees that the awarding or continuation of this Agreement is dependent upon the availability of funding. The City's obligations rely solely on funds being appropriated and available. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available.
- <u>Term of Agreement</u>. This Agreement will begin and end on the dates outlined in Attachment A.
- 6. <u>Termination</u>. Either Party may terminate the Agreement upon thirty (30) days' written notice. If the City terminates this Agreement, the City will pay University for all costs and any noncancelable obligations incurred up to the effective date of termination.
- 7. Insurance. Each Party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, to the full extent permitted by law. Each Party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other Party upon request.
- Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

- EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT._BOTH PARTIES ARE AGENCIES OF THE STATE OF TEXAS AND, UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, POSSESS CERTAIN RIGHTS AND PRIVILEGES, ARE SUBJECT TO CERTAIN LIMITATIONS AND RESTRICTIONS, AND ONLY HAVE SUCH AUTHORITY AS IS GRANTED TO THEM UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS. NOTWITHSTANDING ANY PROVISION HEREOF, NOTHING IN THIS AGREEMENT IS INTENDED TO BE, NOR WILL IT BE CONSTRUED TO BE, A WAIVER OF THE SOVEREIGN IMMUNITY OF THE STATE OF TEXAS.
- 9. <u>City's Ownership of Deliverables</u>. The City will own the deliverables upon full payment of the Services' cost. University's rights and interest in any intellectual property, including rights to patents and copyright that may result from Services, shall be limited to any laboratory methodologies or techniques developed or used in the performance of the Services and any data from experiments or tests using non-proprietary materials (controls or generic materials or samples).

10. Use of University's Name.

City will not include the name of University or any of its employees in any advertising, sales promotion, or other publicity matter without the University's prior written approval. University does not endorse any product or service. Both Parties shall be free to publish the results of work under this Agreement. However, the published data or report shall include the following statement:

"This information was provided under a University of North Texas Interlocal Cooperation Agreement and is not intended to endorse or recommend any product or service."

University will not include the name of City or any of its employees in any advertising, sales promotion, or other publicity matter without prior written approval of the same.

- Evaluation of Samples and/or Materials. University agrees not to evaluate, reverse engineer, analyze, or otherwise attempt to identify City's proprietary samples and/or materials and not to use such samples and/or materials other than in the performance of the Services without the express written consent of City. All unused portions of City's samples and/or materials shall be returned to City upon completion of the Services.
- 12. Excusable Delay. In the event of a delay caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of Government officials or agencies, or any other cause beyond the control of either Party, the impacted Party or_Parties performance is excused hereunder for the periods attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above.

- 13. Non-Interference. University agrees to make available necessary laboratory facilities, equipment, and support personnel for these services. The scheduling of such services shall be arranged to avoid conflict with the University's educational and research programs. The University shall control the scheduling of such tests and will make reasonable efforts to meet the convenience of the City.
- 14. Non-Exclusive Nature of Services. The Services herein are being offered to City on a non-exclusive basis. Nothing herein shall be construed as granting City any exclusive right(s) to the Service(s) referenced herein, and University retains the right to offer and perform similar or identical Services for others.
- **15.** Notice. Any notice or communication required by this Agreement shall be in writing and shall be sent by overnight courier service with written verification of receipt, or U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid, or by confirmed email, and addressed as specified in Attachment A.
- 16. <u>Status of Parties.</u> This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither Party shall have, nor hold itself out as having, any right, power, or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other Party, except as expressly provided herein.
- Third-Party Beneficiary. There are no intended third-party beneficiaries of this Agreement
- **18.** Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either Party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
- 19. Non-Waiver. The failure of either Party to require the performance of any of the terms of this Agreement or the waiver by either Party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
- 20. <u>Modification of Agreement</u>. This Agreement shall be changed only by a written agreement of the Parties.

- 21. Applicable Law. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. All issues arising from this Agreement shall be resolved in the courts of Denton County, Texas, and the Parties agree to submit to the exclusive personal jurisdiction of such courts.
- 22. Signatures, Counterparts, and Copies. This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one contract with the same force and effect as if all signatures had been entered on one document. Signatures maybe made electronically, and such electronic signatures shall be valid and binding upon the Parties making them and shall serve in all respects as original signatures. Signatures may be delivered among and between the Parties by facsimile or electronic means. Thereafter, the Parties further agree that electronic copies of this Agreement may be used for any purposes for which the original may have been used.
- **23.** Headings and Captions. Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
- **24.** <u>Authority</u>. Both Parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.
- **25.** <u>Survival</u>. Provisions of this Agreement, which by their express terms or by necessary implication, apply for a period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.
- 26. Export Control. No ITAR or export-controlled materials shall be delivered to University according to this agreement.
- 27. Entire Agreement. This Agreement, including Attachment A, constitutes the entire agreement between the Parties and supersedes all previous agreements and understandings related to the work to be performed by University. Any terms and conditions contained in the City's purchase order or separate scope of work, or similar document shall have no force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year of the last signature following.

THE UN	U VER \$@F¥∙ © F:NORTH TEXAS	CITY OF DENTON, A Texas Municipal Corporation	
Ву:	Janis Miller 930E8854F45344D	Ву:	
Name:	Janis Miller	Name:	
Title: _	Director, Research Contracting, GCA	Title:	
Date: _	8/22/2025	Date:	
and, b By: Name: Title: P	rsity Faculty/Project Director: Although not a P Docusigned by: y signing, hereby agree that they have read this JOSCHU Walker	Party to this Agreement, they are an employee of the University is Agreement.	of North Texas,

, INTERIM CITY SECRETARY

3Y:
APPROVED AS TO LEGAL FORM:
MA <u>CK BEUNWAN</u> D, CITY ATTORNEY
BY: Marulla lunn
4B070831B4AA438

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

Signed by:

Gary Packan

ACGALESETA426449

SIGNATURE PRINTED NAME

Director of Parks and Recreation

TITLE

Parks and Recreation

DEPARTMENT

ATTACHMENT A Services

- 1. SCOPE OF WORK AND PURPOSE: The Services will be performed as outlined in ATTACHMENT A-1, attached hereto and incorporated by reference herein, in accordance with this INTERLOCAL COOPERATION AGREEMENT. The City may issue a purchase order for each Service; however, any terms and conditions set forth on the purchase order are of no force and effect, and only the terms and conditions outlined in this Agreement shall apply to the Services hereunder.
- 2. <u>COST</u>: Coordination of the two properties is based on the unique needs for set-up and monitoring of practice, league games, and tournaments. Each of these requires a unique set-up and monitoring due to intensity and spectator engagements. The following price structure is used to determine the overall cost to be invoiced based on the actual program need each season for this specific non-profit youth sports program delivered by the City of Denton.

Bahnsen Practice (Basketball/Volleyball Futsal)	\$90hr
Bahnsen League Game / Spectators (Basketball/Volleyball Futsal)	\$100hr
PEB Building Practice (Basketball/Volleyball)	\$180hr
PEB Building Games (Basketball/Volleyball) Spectators	\$240hr

Basketball league and tournament games (youth +12 yrs old) require on-site UNT police security to be contracted at the posted hourly rate, scheduled for game time by Dr. Walker, and this additional cost will be included in the overall cost as a separate line in the end of the season invoice.

3. PAYMENT:

- 3.1. <u>SCHEDULE</u>: No payment is due upon execution of this Agreement. City agrees to reimburse University for the costs billed within thirty (30) days of receipt of the invoice.
- 3.2. <u>REMITTANCE</u>: All payments shall be sent to University at:

Barbara Howe Department of Kinesiology, Health Promotion, Recreation 1155 Union Circle, No. 310769 Denton, TX 76203-5017 940-565-3412

Barbara.Howe@unt.edu

- 4. TERM OF AGREEMENT: This Agreement will begin on September 1, 2025, and end on August 31, 2030.
- 5. NOTICES CONTACTS:

University Contracting

University of North Texas 1155 Union Circle #310979 Denton, Texas 76203-5017

Email: ResearchContracts@unt.edu

University PI

Joseph T. Walker
Department of Kinesiology, Health Promotion, Recreation
940-369-7176
Joseph.Walker@unt.edu

City Contact

Gary Packan, CPRP
Director of Parks and Recreation
City of Denton
Parks and Recreation Department
601 E Hickory Suite B
Denton TX 76205
(940) 349-7460
Packan, Gary R Gary.Packan@cityofdenton.com

City Manager
City of Denton
215 E McKinney Street STE 100
Denton TX 76201
(940) 349-8307
Sara.Hensley@cityofdenton.com

ATTACHMENT A-1

Dr. Walker will schedule and monitor the delivery of the youth sport practices and youth sport games, and tournaments in the UNT Physical Education Building and Ken Bahnsen Gymnasium as requested by the City of Denton Athletics Supervisor. Dr. Walker will coordinate the observation of practice structure and delivery, game operations, and process data on program performance metrics from in-season and end-of-season information provided by the Denton Parks and Recreation Athletics Supervisor.

DUTIES OF THE UNIVERSITY:

- Coordination (scheduling, set-up, equipment management) of all practices and games in PEB Gym and Ken Bahnsen Gym
- Expected gym use will be for the Bahnsen Gym Monday Thursdays, 5:30 p.m. to 8:30 p.m., and Bahnsen and PEB Gyms as requested for games and tournaments typically Saturdays and some Sundays, 6 am to 9 pm
- Fall seasons will operate last week of August to the first weekend of November
- Winter Season will operate from November to March
- Spring Season will operate First week of March to the first week of May + May Tournaments on Requested Weekends
- Summer Season will operate between the last week of May to the last week of July
- Access to gyms and parking for visitors at the scheduled times

DUTIES OF THE CITY:

- City of Denton Parks and Recreation staff members will coordinate with the UNT Kinesiology, Health Promotion, and Recreation (KHPR) Department faculty representative to ensure that necessary City staff are aware of and have received needed safety training specific to the scope of services and facilities that are scheduled for use.
- City of Denton staff agrees to provide on-site participant (player and spectator) first aid care to the extent staff deems appropriate and within their capacity. City of Denton will make reasonable efforts to provide the staff needed to meet the expected attendance demand to include additional staff to monitor the spectator section of the PEB for events that have a higher-than-normal spectator attendance expectation.
- City shall provide proof of \$1,000,000 of program liability insurance to all scheduled events.



Certificate Of Completion

Envelope Id: 6CF5501F-29C3-4997-BED1-C49C977B7E20

Subject: Please DocuSign: City Council Contract 8876 UNT ILA Gym Use Agreement

Source Envelope:

Document Pages: 6

Signatures: 2 Initials: 1 Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Sent

Envelope Originator:

Erica Garcia

901B Texas Street

Denton, TX 76209

erica.garcia@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

9/5/2025 8:44:51 AM

Holder: Erica Garcia

erica.garcia@cityofdenton.com

Location: DocuSign

Signer Events

Erica Garcia

erica.garcia@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

Gary Packan

Gary.Packan@cityofdenton.com

Director of Parks and Recreation

Parks and Recreation

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 9/10/2025 11:36:23 AM

ID: 00bc6b3f-bd06-429d-96a8-69b2341dd591

Signature

lH

Completed

Using IP Address: 198.49.140.10

Timestamp

Sent: 9/5/2025 9:04:53 AM Viewed: 9/5/2025 9:05:02 AM

Signed: 9/5/2025 9:05:39 AM

Sent: 9/5/2025 9:05:41 AM Viewed: 9/6/2025 10:21:49 AM

Signed: 9/6/2025 10:22:09 AM

Signature Adoption: Pre-selected Style Using IP Address: 47.184.122.38

Marcella lunn

4B070831B4AA438.

Signed by:

Gary Packan

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

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Sent: 9/6/2025 10:22:11 AM Viewed: 9/9/2025 4:04:04 PM

Signed: 9/9/2025 4:07:12 PM

Sent: 9/9/2025 4:07:14 PM Viewed: 9/10/2025 11:36:23 AM Signed: 9/10/2025 11:37:13 AM

Signer Events Signature Timestamp Sent: 9/10/2025 11:37:15 AM

Cheyenne Defee

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

Ingrid Rex

Ingrid.Rex@cityofdenton.com

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events Status Timestamp

Cheyenne Defee

cheyenne.defee@cityofdenton.com

Procurement Administration Supervisor

City of Denton

Security Level: Email, Account Authentication

(None)

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)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

City Secretary Office

citysecretary@cityofdenton.com

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Not Offered via Docusign

COPIED

COPIED

Sent: 9/10/2025 11:37:15 AM Viewed: 9/10/2025 2:57:29 PM

Sent: 9/5/2025 9:05:41 AM

Carbon Copy Events Status Timestamp

Jason Barrow

jason.barrow@cityofdenton.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:Not Offered via Docusign

Electronic Record and Signature Disclosure

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/5/2025 9:04:53 AM
Payment Events	Status	Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	
	•Allow per session cookies
	TI
	•Users accessing the internet behind a Proxy
	Server must enable HTTP 1.1 settings via
	proxy connection

^{**} These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

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

By checking the 'I Agree' box, I confirm that:

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