

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

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JD MOORE PORTFOLIOS, LTD CO., FOR THE DESIGN AND IMPLEMENTATION OF A PUBLIC ART MURAL TO BE LOCATED AT THE MLK JR. RECREATION CENTER, LOCATED AT 1300 WILSON STREET, DENTON, TEXAS, 76205 FOR THE PARKS AND RECREATION DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (CFA 8938 – AWARDED TO JD MOORE PORTFOLIOS, LTD CO., IN THE NOT-TO-EXCEED AMOUNT OF \$20,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the design and implementation of a public art mural to be located at the MLK Jr. Recreation Center, located at 1300 Wilson Street, Denton, Texas, 76205; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the call for artists; 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:

SECTION 1. The items in the following numbered call for artists for materials, equipment, supplies, or services shown in the “Call for Artist” on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the call for artists.

<u>FILE</u> <u>NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
8938	JD Moore Portfolios, LTD Co.	\$20,000.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the

proposals, 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, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. 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.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
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 \_\_\_\_\_, 2026.

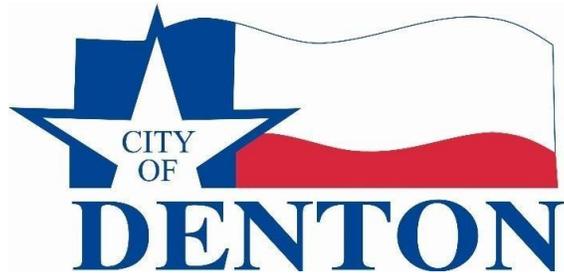
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
INGRID REX, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: *Leah Bush* \_\_\_\_\_



## DocuSign City Council Transmittal Coversheet

FILE	8938
File Name	MLK Rec Center Mural
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

## **CONTRACT FOR THE DESIGN AND COMMISSION OF PUBLIC ARTWORK FILE 8938**

This Contract for the Design and Commission of Public Artwork (this “Contract”) is made and entered into as of \_\_\_\_\_ by and between the City of Denton, a Texas home-rule municipality (“City”), and JD Moore Portfolios, Ltd. CO. (“Artist” or “Contractor”).

### **ARTICLE I. INTRODUCTION**

#### **1.1 Purpose**

The purpose of this Agreement is to state the terms and conditions under which the Artist shall execute, fabricate, and install the Artwork, as defined herein, in accordance with the Preliminary proposal as shown in Exhibit A at the location described and depicted in Exhibit A as described in this Contract. The Artist shall retain artistic control of the services performed under this Contract, subject only to the limitations and conditions imposed by this Contract.

#### **1.2. Definitions**

The following terms, as used in this Contract, have the meanings identified below. Terms not defined below will have their ordinary and customary meanings, as generally used in the field of public art.

- (a) “Approval” means prior, written authorization from the Contract Administrator for the Artist to take an action under this Contract.
- (b) “Artist” has the meaning as defined in the heading of this Contract.
- (c) “Artwork” means the original piece of public art conceived, designed, implemented, constructed, and installed by the Artist as set out in this Contract.
- (d) “City” means the City of Denton, acting by and through its duly authorized City Manager or designee.
- (e) “Contract” means this contractual document for the Design and Commission of Public Artwork between the City and the Artist, including any and all attachments, exhibits, and amendments.
- (f) “Contract Administrator” means the Director of the City’s Parks and Recreation Department, or his designee.
- (g) “Contract Price” means the total compensation, identified in Section 3.1, to be paid to the Artist pursuant to this Contract.

(h) “Effective Date” means the date on which this Contract becomes fully effective as between the Parties, and is the date provided in the heading of this Contract.

(i) “Facility” means MLK Jr. Recreation Center located at 1300 Wilson Street, Denton TX 76205.

(j) “Notice” means the prior, written announcement of a Party’s intention to take an action, or readiness to take action, authorized or required by the Contract.

(k) “Party” means either the City or the Artist, and “Parties” means the City and the Artist collectively.

(l) “Schedule” means the full and complete schedule developed and prepared by the Artist, for input and Approval from the City, to address the design, fabrication, delivery, transportation, and installation of the Artwork.

(m) “Site” means the portion of the Facility on which the Artwork will be installed.

(n) “Sponsoring Department” means the Parks and Recreation Department of the City.

### **1.3. Term of the Contract**

The term of this Contract shall begin on the Effective Date and end on February 16, 2026, unless terminated earlier in accordance with the requirements of this Contract.

## **ARTICLE 2. ARTIST’S RESPONSIBILITIES AND COMMITMENTS**

### **2.1. General Services**

(a) The Artist shall not start any work under this Contract until the Artist receives the Notice to proceed from the City.

(b) The Artist shall determine the artistic expression, scope, design, color, size, material, and texture of the Artwork, subject to Approval by the City.

(c) The exact location of the Site will be mutually agreed upon by the Parties and shall be within the area depicted on Exhibit A.

(d) The Artist may request, at any time, all information, materials, and scaled drawings of the Site, if available, and any reasonable assistance required by the Artist to enable the Artist to perform the services required by this Contract. To the extent such information is available to the City or to third parties under the City’s control, the City will promptly provide such information to the Artist.

## **2.2. Schedule**

(a) Prior to beginning any other work under this Contract, the Artist shall develop and provide to the City a tentative Schedule with a delivery date of not later than January 23, 2026.

(b) The Artist shall coordinate with the City in order to ensure that all relevant dates and times are included and accounted for in the Schedule.

(c) The City will either issue Approval of the Schedule, with or without modifications, or reject the draft Schedule. If the City rejects the draft Schedule, the Artist shall revise and resubmit the draft Schedule within the time period required by the City in its Notice of rejection.

(d) When the City gives its Approval of the Schedule, either with or without modifications, it will issue Notice to the Artist to proceed with the design of the Artwork.

(e) Once approved by the City, the Schedule shall control all design, review, fabrication, implementation, transportation, installation, and completion deadlines for the Artwork.

## **2.3. Changes to the Schedule**

(a) The Artist may only make modifications to the approved Schedule upon written request to, and Approval of, the City. The City may request from the Artist any information or documentation it deems necessary in order to evaluate any request to amend the approved Schedule.

(b) The City may, on its own initiative and at any time, direct any changes to the approved Schedule it deems necessary or appropriate.

## **2.4. Design**

(a) The Artist shall perform all services, including but not limited to meeting with City staff and City-designated advisors and stakeholders as directed by the Contract Administrator, in order to prepare the Final Design of the Artwork.

(b) The Artist shall perform as many inspections and investigations of existing Site conditions as needed, prior to installation of the Artwork, and shall ensure that the Final Design appropriately accounts for all existing Site conditions. If the Artist believes any differences, discrepancies, errors, omissions, or inconsistencies exist between the Artist's inspection of the Site and the Site materials provided by the City, the Artist must notify the City prior to continuing with design and/or installation of the Artwork.

(c) Within 30 days after the Notice to Proceed by the City, the Artist shall prepare and submit to the City, at a minimum, the following:

(1) Working drawings detailing all elements of the Artwork and the means of installing the Artwork at the Site, together with the Design Sketches and any other graphic material requested by the City. The drawings will become part of this Contract upon receipt;

(2) A written maintenance plan that includes, but is not limited to, all technical information about the materials, the strength, durability, and maintenance requirements of the proposed Artwork, information on the appropriate maintenance and preservation of the Artwork, and any associated replacement costs;

(3) A list of permits that will be required for the completion of the Artwork;

(4) An itemized budget for completion of the Artwork, including written vendor quotes for all materials, fabrication, engineering, installation, permitting, insurance, and any other associated costs; and

(5) An updated Schedule.

(d) Within 30 days of its receipt of the materials and information as set out in Subsection 2.4(c), the City will notify the Artist of any revisions to the Final Design required by the City, which revisions shall automatically become incorporated into the Final Design. The reasons the City may require the Artist to revise the Final Design, include but are not limited to:

(1) To comply with any applicable statutes, ordinances, or regulations;

(2) To account for any life, health, safety, or security concerns; and

(3) Any non-aesthetic reason that the City, in its sole judgment and discretion, deems necessary or appropriate.

## **2.5. Fabrication**

(a) Following City approval of the Final Design, the City will issue Notice to proceed with fabrication to the Artist, which will advise the Artist of any required modifications to the Schedule.

(b) After the City provides Notice to proceed, the Artist shall begin fabrication and installation of the Work at the Site in accordance with the Schedule.

(c) The City shall have the right to review the Artwork at reasonable times and locations throughout the fabrication and installation process. The Artist shall submit to the City any progress reports requested by the City or identified in the Schedule.

(d) Upon completing the fabrication of the Artwork and prior to beginning any transportation or installation, the Artist shall:

(1) Give the City Notice that all pre-installation fabrication is complete and that the Artist is ready to begin installation of the Artwork at the Site;

(2) Conduct any further Site inspections necessary to verify that installation of the Artwork can proceed according to the Final Design. The Artist shall immediately give Notice to the City of any changes to the Site observed since the inspection conducted pursuant to Section 2.4, and the Parties will resolve any such changes via the change procedures set out in Section 2.8 prior to installation;

(3) At the City's request, attend one or more pre-installation meetings as necessary to allow the Artist to adequately plan for delivery and installation of the Artwork; and

(4) Obtain all required permits for delivery and installation of the Artwork.

## **2.6. Installation**

(a) After the City has received the Artist's Notice that pre-installation fabrication is complete and any Site issues are resolved, the City will give Notice to the Artist authorizing installation of the Artwork at the Site. The Artist shall only start installation after receiving this Notice. At the City's direction, the Artist may be required to successfully complete any Site-specific or general safety training prior to entering the Site.

(b) If the City fails to provide notice to proceed with installation within the timeframe specified in the Schedule, despite the fact that the Artist is ready and able to begin installation, the Artist shall store the Artwork at the Artist's facility at no cost to the City. If the Artist is unable to do so, and provides a written explanation to the City, the City will either:

(1) make arrangements for storage of the Artwork at a City-controlled or commercial storage facility; or

(2) direct the Artist to obtain three quotes for storage at a commercial storage facility, approve one of the quotes, and agree to reimburse the Artist for any direct, out-of-pocket, reasonable transportation and storage costs incurred by the Artist. Any reimbursements to which the City agrees will be reduced to writing in a Contract amendment.

(c) The Artist shall remain responsible for all expenses, labor, and equipment necessary to prepare the Site for installation of the Artwork.

(d) The Artist shall take all necessary precautions to protect and preserve the integrity and finish of adjacent surfaces and landscaping features while installing the Artwork. If requested by the City, the Artist shall return adjacent surfaces or landscape features impacted by the installation to the condition that existed prior to installation of the Artwork.

(e) At all times during the installation of the Artwork, the Artist shall comply with all posted safety information signs and shall comply with all requirements for use of personal protective equipment. The Artist shall comply with any directive necessary for the preservation of life, health, or property that is given by the City or any law enforcement or administrative officer with jurisdiction over the Facility.

## **2.7. Changes to the Artwork**

(a) At any time prior to closeout as set out in Section 2.9, the Artist may make changes to the Final Design or the Artwork, whether for aesthetic, safety, construction, or other reasons, and the City may likewise direct the Artist to make changes to the Final Design or Artwork for any nonaesthetic reason. Such changes to the Final Design or Artwork shall be made as follows:

(1) Minor changes to the Final Design or Artwork initiated by the Artist require Notice to, but not Approval from, the City. Minor changes are changes that do not impact the overall scope, layout, color, shape, size, material, texture, or structural elements of the Artwork. The City has the sole discretion to determine what constitutes a minor or major change. The Artist may consult with the Contract Administrator, as needed, to ensure changes are properly classified as minor and major. The City may also reject, for non-aesthetic reasons, a minor change within 20 days of receipt of the Notice from the Artist of the change.

(2) Major changes to the Final Design or Artwork initiated by the Artist require Approval by the City. Major changes include, but are not limited to, changes to the overall scope, layout, imagery, color, shape, size, material, texture, or structural elements of the Artwork. The City may reject any proposed major change for any reason. If the City rejects a major change, the Artist shall either continue with the Final Design as approved by the City or shall revise and resubmit the proposed major change within 10 days of the City's original rejection. If the City rejects any re-submitted change, the City may terminate this Contract for convenience pursuant to Section 5.4, if the Artist will not revert to the Final Design without the proposed changes.

(b) All major changes initiated and approved under this Section 2.7 shall be documented in a Contract amendment, executed by both Parties. The City may, in its sole discretion, determine that any change, whether initiated by the City or by the Artist, warrants an adjustment of the Contract Price or the Schedule, or both. Any adjustment to the Contract Price shall be included in a corresponding Contract amendment. Any adjustment to the Schedule must be documented and provided to both Parties. If the City does not change

the Contract Price, the Artist shall bear the sole risk and cost of any changes to the Final Design or Artwork.

## **2.8. Completion**

(a) The Artist shall give Notice to the City when the Artist believes the installation of the Artwork is complete. The Artist shall attend any inspection of the Artwork by the City.

(b) If the City determines that the Artwork is unsafe, incomplete, or materially inconsistent with the Final Design, the City may take any of the following actions:

(1) Accept the Artwork as constructed and installed, reserving its right to modify the Contract Price to address the unsafe, incomplete, or materially inconsistent conditions;

(2) Direct the Artist to correct any unsafe, incomplete, or materially inconsistent condition in the Artwork, at the Artist's cost, reserving the City's right to modify the Contract Price in order to account for any delays caused by the deficiencies. The Artist shall bear the sole risk that the time required to comply with the City's directions will exceed the time allotted under the Schedule; or

(3) Reject the Artwork and terminate this Contract for cause in the manner set out in Section 5.4, reserving any and all other remedies available to the City under this Contract or applicable law. If the City terminates this Contract for cause under this Section, the opportunity to cure provided in that Section will not apply.

(c) The Artist shall be responsible for any and all clean-up of the Site, including the proper recycling or disposal of any unused, excess, or leftover materials not incorporated into the Artwork. If the Artist fails to do this and the City incurs additional costs to clean up the Site, the City shall be entitled to deduct all such costs from the final milestone payment.

(d) If the City accepts the Artwork, either with or without modifications to the Contract Price, the City will issue a Certificate of Completion in a form provided by the City. The issuance of a Certificate of Completion does not waive any rights or remedies afforded the City in this Contract or by law, nor does it waive any deficiencies in the Artist's work.

## **2.9. Closeout**

(a) Within 30 days after installation of the Artwork is complete and the City has accepted the Artwork, the Artist shall submit to the City the following:

(1) A full set of as-builts (updated plans, specifications, and documentation) reflecting the actual installation of the Artwork and noting any deviations from the Final Design;

- (2) A final maintenance plan;
- (3) A final budget report, if requested by the City;
- (4) A plaque information form, if requested by the City; and
- (5) An affidavit of bills paid, in a form provided by the City.

(b) Within 30 days after the Artist provides the documents specified above in this Article, the City will evaluate the Artist's compliance with the terms of this Contract.

### **2.10. Lectures and Public Education**

The Artist shall, if requested by the City, attend and present at least one lecture or other public education event to an audience designated by the City, in the format requested by the City and on a mutually agreeable date and time. The public education event, if required by the City, shall be without additional compensation to the Artist.

## **ARTICLE 3. PAYMENT TO ARTIST**

### **3.1. Contract Amount**

The Contract Price for this Contract is \$20,000.

### **3.2. Full Consideration**

In exchange and consideration for the Artist undertaking the obligations in this Contract, the City agrees to pay the Artist the Contract Price. The Artist agrees that the Contract Price is the only compensation owed to the Artist under this Contract, and agrees to be solely responsible for all costs related to design, execution, fabrication, transportation, travel, delivery, mailing, shipping, delivery, installation, labor, insurance, permitting and licensing, and any other costs incurred by the Artist in fulfilling all obligations under this Contract.

### **3.3. Tax-Exempt Status**

The Artist acknowledges that the City is a tax-exempt organization, and that no state or local sales taxes, and no federal excise tax, will be due on the Artwork or the materials and supplies used in the design and fabrication of the Artwork. Upon request of the Artist, the City will provide Artist with a Texas Sales Tax and Local Sales Tax Exemption Certificate for Contractors. The Artist shall only use this certificate in accordance with law. The City shall not reimburse the Artist for state sales tax, local sales tax, or federal excise tax.

## **ARTICLE 4. THE ARTWORK**

### **4.1. Warranties and Representations**

(a) The Artist warrants and represents that:

(1) The Final Design and Artwork are and shall be original creations of the Artist and is not the subject of an existing patent or copyright owned by any other person.

(2) The Artist has obtained, or shall obtain prior to any incorporation or use, the written approval and consent of any required third party for the use of any portion of the Final Design or the Artwork that is not the original work of the Artist.

(3) Except as otherwise disclosed to the City in writing, the Final Design is and shall be free of any defects of design.

(4) From the Effective Date through a date one year following the City's acceptance of the Artwork, that:

(A) The execution and fabrication of the Artwork shall be performed in a good and workmanlike manner;

(B) The Artwork, as fabricated and delivered, shall be free of defects in material and workmanship, including any defects consisting of inherent vice or qualities that may cause or accelerate deterioration of the Artwork; and

(C) Reasonable maintenance of the Artwork shall not require procedures substantially in excess of those described in the final maintenance plan required by Section 2.4(b)(2).

(b) The City will give Notice to the Artist of any observed breach of these warranties and representations. Once notified by the City, the Artist shall, at no cost to the City, promptly cure the breach or breaches consistent with professional conservation standards, including but not limited to cure by repairing or refabricating the Artwork or any necessary portion of the Artwork.

### **4.2. Ownership**

(a) The Artist will remain the owner of the Final Design and Artwork until title transfers to the City as follows:

(1) Within 10 days of the City's acceptance of the Artwork, the City will issue to the Artist a Transfer of Title for Public Artwork.

(2) On issuance of the Transfer of Title for Public Artwork, the City shall become the owner of the Final Design and the Artwork, without restriction on future use except as

provided below, and shall also take title in and to any and all drawings, renderings, maquettes, sketches, models, and any other documents and materials created by the Artist in furtherance of the Final Design or the Artwork. The Artist shall promptly deliver to the City all such materials that are still in the Artist's possession.

(b) The Artist will retain all reproduction rights afforded by the Copyright Act of 1976, as currently codified and amended, and any other reproduction rights in and to the Artwork except as limited by and in this Contract.

(1) The Artist may not make any additional exact duplicate or three-dimensional scale reproductions of the Artwork and may not grant permission to do so to any third parties except with Approval from the City. The Artist retains the right to make 2-D reproductions of the work for use in promotional materials, portfolios, websites and other locations where the artist is promoting the Artwork. If the Artist is granted Approval by the City to reproduce the Artwork in a limited edition, the Artist agrees to include on or in any form of reproduction of the Artwork initiated or authorized by the Artist a credit to the City of Denton in the following form: "Collection of the City of Denton."

(2) The Artist grants to the City and its assigns an irrevocable license to graphically depict or display the Artwork or make two-dimensional reproductions of the Artwork for any municipal or public purpose, including but not limited to any publicity the City deems appropriate or beneficial.

(3) All reproductions by the City shall credit the Artist and include a copyright notice substantially in the following form: "© [Artist's name], installation year, Commissioned by the City of Denton." Any reproductions of the Artwork made by the Artist shall credit the City and shall contain a notice in the form "An original work owned and commissioned by the City of Denton."

#### **4.3. Insurance and Risk of Loss**

(a) The Artist shall bear all risk of loss and damage to the Artwork until title transfers to the City as set out in Section 4.2.

(b) The Artist agrees to carry insurance in the types and amounts indicated in Exhibit B.

(1) Workers' Compensation and Employers' Liability insurance coverage must be in place before the Artist begins any work on the Site, including but not limited to installation of the Artwork and any predicate Site preparation.

(2) Commercial General Liability insurance coverage and Automobile Liability insurance coverage must be in place no later than 30 days after the Effective Date.

(3) Professional Liability insurance coverage for any design professional must be in place at the time the design professional places her/his seal on design drawings submitted to the City.

(4) If the Artist is fabricating the Artwork anywhere other than the Site location, a Fine Arts Floater or other Property Insurance must be in place before fabrication of the Artwork begins.

(c) Approval by the City of any insurance obtained by the Artist will not diminish or decrease the liability of the Artist under this Contract.

#### **4.4. Visual Artists Rights Act**

(a) The Artist agrees and understands that nothing in this Contract shall affect or limit the City's absolute, unrestricted right incidental to the City's full ownership of the artwork to alter, change, modify, destroy, remove, move, replace, operate, maintain, transport, sell, or transfer, in whole or in part, the Artwork when the City deems it necessary within its discretion, in order to otherwise exercise the City's powers and responsibility in regard to public works and improvements, in furtherance of the City's operations or for any other reason.

(b) When a work of visual art is incorporated in or made part of a City-owned building in such a way that removing the work from the building will cause the destruction, distortion, mutilation, or other modification of the work, the City shall have absolute, unrestricted rights incidental to its full ownership of the final artistic work to alter, change, modify, destroy, remove, move, replace, transport, or transfer, in whole or in part, the final artistic work when the City deems it necessary within its discretion in order to exercise the City's powers and responsibilities in regard to public works and improvements, in furtherance of the City's operations or for any other good cause.

(c) The City shall make a good faith effort to provide the Artist with prior Notice of the City's intent to undertake any alterations to the Artwork that may impact the Artwork. **However, the Artist consents to the City's actions that may destroy, distort, mutilate, or otherwise modify the Artwork. After the Artwork is owned by the City, Artist specifically waives the right to bring a legal action for injunction, money damages, legal fees or any other legal or equitable remedy against the City, its agents and employees, for relocation, damage, modification, or destruction of the Artwork whether intentional, unintentional, negligent, or grossly negligent.**

(d) To the extent this Section is inconsistent with federal, state, or local law or any applicable rights, including the 1990 Visual Artists Rights Act, the Artist waives any right to preservation of the Artwork provided by those laws. Artist shall retain the right to disclaim authorship of the Artwork as set forth in the 1990 Visual Artists Rights Act.

#### **4.5. Maintenance, Repairs, and Alteration to the Artwork**

(a) The City recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The City shall have the sole right to determine whether, when, and to what extent any repairs or restorations of the Artwork will occur. All

repairs and restorations, whether by the City or by the Artist, will be made in accordance with then-current, generally accepted principles of conservation. To the extent this Section is inconsistent with any rights, including moral rights, which would otherwise be provided to the Artist by applicable law, including the 1990 Visual Artists' Rights Act as codified and amended, the Artist waives any right to preservation of the Artwork provided by those laws. The Artist will retain the right to disclaim authorship of the Artwork to the extent allowed by the 1990 Visual Artists' Rights Act as codified and amended. The City will have the right at any time to either move the Artwork or remove it from public display. The City will also have the right, in its discretion and at any time, to sell, trade, or otherwise transfer ownership of the Artwork.

(b) The obligations of the City, and the rights of the Artist, set out in this Section shall not survive the death or legal incapacity of the Artist.

## **ARTICLE 5. CONTRACT MANAGEMENT**

### **5.1. Amendment in Writing**

This Contract may be modified only by a writing properly executed by each of the Parties. Neither any representation or promise made after the execution of this Contract, nor any modification or amendment of this Contract, shall be binding on the Parties unless made in writing and properly executed by each of the Parties.

## **5.2. Subcontracting by the Artist**

(a) The Artist may subcontract portions of the services to be provided under this Contract, at the Artist's sole expense, subject to the following limitations:

(1) The Artist's use of subcontractors may not affect the design, appearance, fabrication methodology, or visual quality of the Artwork.

(2) The Artist is responsible for all work performed by subcontractors.

(3) The Artist shall remain fully responsible to the City for the actions of any subcontractors engaged by the Artist.

(4) Any subcontract must be in writing, must attach this Contract as an exhibit, and must acknowledge the supremacy of this Contract in the case of any conflict between the two. All subcontractors shall remain subject to the terms of this Contract at all times.

(5) Prior to the Artist entering into a subcontract, the Artist shall give Notice to the City, identifying the proposed subcontractor, the proposed scope(s) of work, and the dollar amount of the subcontract. The City may reject a subcontractor proposed by the Artist. If the City rejects a proposed subcontractor, the Artist may not use that subcontractor on this Contract.

(6) The Artist shall require each subcontractor, as a condition to entering into each subcontract, to comply with the City's insurance requirements as set out in Exhibit B. The Artist shall further obtain, on request from the City, a certificate or certificates of insurance sufficient to satisfy the City that each subcontractor is in compliance with the insurance requirements of this Contract.

## **5.3. Termination for Cause**

(a) In the event of a default by the Artist, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Artist, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses, and expenses, incurred by the City as a result of the Artist's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Artist, the City may remove the Artist from the City's vendor list for three (3) years and any future offer submitted by the Artist may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

(b) The City may also terminate this Contract for cause if the Artist dies or becomes physically or legally incapacitated during the term of this Contract. Termination under this paragraph will only require notice to the Artist or the Artist's legal successor or guardian, as applicable. All finished and unfinished drawings, sketches, photographs, models, and work will become property of the City. If, prior to the Artist's death or incapacity, the Final Design is approved by the City or the Artwork has progressed to the point of fabrication, the City may complete the Artwork, giving due regard to the Artist's intended results and giving proper credit and acknowledgement to the Artist.

#### **5.4. Termination for Convenience**

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written Notice to Artist. If the City terminates this Contract for convenience, the Artist shall immediately stop performance under this Contract (unless the Notice directs otherwise) and deliver all drawings, renderings, maquettes, sketches, models, and any other documentation and materials created by the Artist for the Final Design or creation of the Artwork to the City within 10 business days. If the City approves reimbursements for purchases of materials used for the development of the design in excess of the payments the Artist received prior to the City's termination for convenience, the City will reimburse the Artist for amounts expended under this Contract within 30 calendar days of the Artist's submission of receipts documenting such material purchases.

#### **5.5. Appropriation**

The Artist acknowledges that the City's payment obligations to the Artist are payable only from funds appropriated or available for the purpose of this Contract. If the City does not appropriate funds for this Contract, or if there are no other lawfully available funds for this Contract, this Contract is void. The City shall provide the Artist with Notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under this Contract, or of the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under this Contract.

#### **5.6. Force Majeure**

(a) Each Party agrees to excuse the failure of the other Party to perform its obligations under this Contract to the extent, and for a period of time during which, the failure is caused by an event of Force Majeure. An event of Force Majeure is any event or circumstance which prevents or delays performance of any obligation arising under this Contract, but only if and to the extent the event or circumstance is not within the control of the Party seeking to have its performance obligation excused and which the Party was unable by the exercise of due diligence to avoid or prevent. Events of Force Majeure include acts of God, riots, sabotage, civil disturbances, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Events of Force Majeure do not include economic or market conditions which affect a Party's cost but not its ability to perform.

(b) The Party invoking Force Majeure shall give timely and adequate Notice to the other Party, by e-mail or orally but confirmed promptly in writing, and shall use due diligence to remedy the effects of an event of Force Majeure as soon as reasonably possible. In the event a Party's performance of an obligation under this Contract is delayed due to a Force Majeure event, then the time for completion of the Party's obligation will be extended day-for-day, provided that an event of Force Majeure shall not last more than 90 days. If an event of Force Majeure affecting the Artist's performance continues for more than 90 days, the City shall have the right to terminate this Contract upon Notice to the Artist. The Contract shall terminate immediately upon receipt of such Notice.

### **5.7. Notices**

(a) Unless explicitly stated elsewhere in this Contract, all Notices must be given in the manner set out in this Section in order to be effective.

(b) Any Notice required or allowed to be given or to be served in connection with this Contract will be deemed delivered and received on the earlier of the date actually received or a date that is:

(1) Three calendar days after being deposited in the United States mail, if sent via certified mail, properly addressed and with postage prepaid; or

(2) The date delivery is originally scheduled to occur, if sent via a reputable overnight courier service.

(c) Notice to each Party must be given as follows:

The City:

The City of Denton  
Attn: Director of Parks and Recreation  
321 E. McKinney St  
Denton, TX 76201

The Artist:

JD Moore Portfolios, Ltd. Co.  
6305 Hawthorne Cv  
Rowlett, TX 75089

(d) The Parties will each have the right to change their respective addresses for Notice purposes, and will have the right to specify as its address any other address within the United States of America by giving the other Party at least five days' Notice.

(e) The Artist is responsible for giving prompt Notice to the City of any changes to the Artist's address(es).

### **5.8. Right to Assurance**

When one Party, in good faith, has reason to question the other Party's intent to perform its obligations under this Contract, that Party may make demand on the other Party for written assurance of the intent to perform. The Party who is asked for assurance has 10 business days to provide Notice of its written assurance of intent to perform. If the Party fails to provide the assurance, the demanding Party may treat this failure as an anticipatory repudiation of the Contract and terminate the Contract for cause.

## **ARTICLE 6. TERMS AND CONDITIONS**

### **6.1. Right to Audit**

The Artist agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, or reproduce, any and all of the Artist's records related to this Contract. The Artist shall retain all such records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Artist are resolved, whichever is longer. The Artist agrees to refund to the City any overpayments disclosed by any such audit.

### **6.2. Indemnification**

**(a) THE ARTIST SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (THE "INDEMNIFIED PARTIES") AGAINST ALL COSTS, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS ("CLAIMS"), TO THE EXTENT IT ARISES DIRECTLY OR INDIRECTLY OUT OF (A) A BREACH OF THIS CONTRACT OR VIOLATION OF LAW BY THE ARTIST AND THE ARTIST'S EMPLOYEES, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS (THE "ARTIST PARTIES"), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE ARTIST PARTIES IN THIS CONTRACT, IN THE ARTIST'S PROPOSAL, OR THE FORMATION OF THIS CONTRACT, (C) THE DESIGN OR INSTALLATION OF THE ARTWORK, (D) THE INTELLECTUAL PROPERTY INVOLVED IN THE DESIGN AND CREATION OF THE ARTWORK, AND (E) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE ARTIST PARTIES IN CONNECTION WITH THIS CONTRACT. CLAIMS TO BE INDEMNIFIED INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE, DESTRUCTION, OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS.**

**THE ARTIST'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED, IN PART, BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.**

(b) The City shall give the Artist Notice of any Claim asserted against an Indemnified Party. The Artist shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving the Artist of any obligations in this Contract. In no event shall the Artist admit liability on the part of an Indemnified Party without the prior, written consent of the City Attorney.

(c) Maintenance of the insurance required under this Contract shall not limit the Artist's obligations under this Section. The Artist shall require all subcontractors to indemnify the City in the same manner as provided in this Article.

**6.3. Independent Contractor**

This Contract shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the Parties. The City and the Artist are independent contractors. The Artist agrees and understands that this Contract does not grant any rights or privileges established for employees of the City.

**6.4. Competent, Orderly Workers**

The Artist and any subcontractors of the Artist shall only employ orderly and competent workers, skilled in the performance of the services that they will perform under the Contract. The Artist, the Artist's employees and subcontractors, and subcontractors' employees may not:

(1) illegally use or possess any firearms, or

(2) use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, while on the job or on City's property. The workers may not be intoxicated or under the influence of alcohol or drugs on the job.

If the City notifies the Artist that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated City rules, has illegally possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Artist shall immediately remove the worker and the worker may not be employed again for work on this Contract without the City's written consent.

**6.5. Survival of Obligations**

All provisions of this Contract that impose continuing obligations on the Parties, including but not limited to warranty, indemnification, limitation of liability, and keeping addresses for Notice current, shall survive the expiration or termination of this Contract.

#### **6.6. Election of Remedies / No Waiver**

Neither the exercise of nor the failure to exercise a right or to give notice of a claim under this Contract shall constitute an election or waiver of remedies or limit a Party in any manner in the enforcement of any other remedies that may be available to the Party, whether at law or in equity.

#### **6.7. Jurisdiction and Venue**

This Contract is made subject to the City Charter and ordinances of the City, and all applicable laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. The courts of Texas shall have jurisdiction of any dispute arising out of or concerning this Contract, either administrative or judicial, and venue shall be proper and lie exclusively in Denton County Texas.

#### **6.8. Severability**

If a court of competent jurisdiction determines that a term or provision of this Contract is void or unenforceable, the remainder of this Contract remains effective to the extent permitted by law.

#### **6.9. 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.

#### **6.10. 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.

#### **6.11. 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 trade association,” “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 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.

#### **6.12 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.

#### **6.13 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.

#### **6.14. Execution in Counterparts**

This Contract may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same Contract.

#### **6.15. Mutual Drafting**

This Contract shall be deemed to be the joint work product of the Parties and any rule of construction that a document shall be interpreted or construed against the drafter shall not be applicable to this Contract.

#### **6.16. Complete Agreement**

This Contract constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, and representations concerning its subject matter. This Contract includes the following exhibits, which are incorporated into this Contract by reference:

- Exhibit A. Scope of Work, Preliminary Proposal and Location Map
- Exhibit B. Insurance Requirements
- Exhibit C. Certificate of Interested Parties Electronic Filing
- Exhibit D. Conflict of Interest Questionnaire

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.

*[Signature on following page]*

IN WITNESS HEREOF, City and Artist have hereby executed this Agreement; the City acting by and through its duly-authorized Purchasing Agent; and the Contractor acting by and through its duly-authorized, undersigned officer, on this date

\_\_\_\_\_

**ARTIST:** DocuSigned by:  
*James Moore*  
Name: James Moore  
Title: Artist

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

Signed by:  
*Allison Wing*  
75387A8F0F1B4F3...  
SIGNATURE      Allison Wing  
PRINTED NAME

Interim Director  
TITLE

Parks and Recreation  
DEPARTMENT

**CITY: CITY OF DENTON**

BY: \_\_\_\_\_  
Sara Hensley, City Manager

ATTEST:  
\_\_\_\_\_  
INGRID REX, City Secretary

APPROVED AS TO LEGAL FORM

BY: Signed by:  
*Mack Reinwand*  
2A936B00B5D7495...  
Mack Reinwand, City Attorney

EXHIBIT A



**J.D. Moore**

2529 Minnis Drive  
Haltom City, TX 75117  
jdmoorearts@gmail.com

December 22, 2025

Erica Garcia  
Senior Buyer  
City of Denton Procurement  
901 B Texas Street  
Denton, TX 76209

Dear Ms Garcia,

I am providing the following details about project scope, timeline, and cost, for your reference.

The project at the Martin Luther King Jr. Recreation Center (1300 Wilson Street) consists of a cohesive mural painted on aluminum panels. The panels will either be 5ft x 10ft and arranged in a matrix to provide the painted surface. The panels will be affixed to the north facing wall of the MLK Jr. Recreation Center.

The project cost (to include all material costs and artists fees) is \$20,000.00 and the anticipated project timeline is as follows:

- December: Purchase Aluminum and Paint for Early Jan Delivery
- January: Begin Painting
- Mid-January: Volunteer painting phase at MLK Jr. Rec Center
- Early February: Finish paint work, panel installation.
- Mid-February: Art officially unveiled (Ceremony featuring Mayor/Council, if available)

Thank you,

JD Moore



KEEP AMERICA  
BEAUTIFUL

## **CALL FOR ARTISTS: REQUEST FOR QUALIFICATIONS**

### **MARTIN LUTHER KING JR. RECREATION CENTER**

**CALL ISSUE DATE: September 19, 2025**

**CALL END DATE: October 17, 2025**

#### **A. INTRODUCTION**

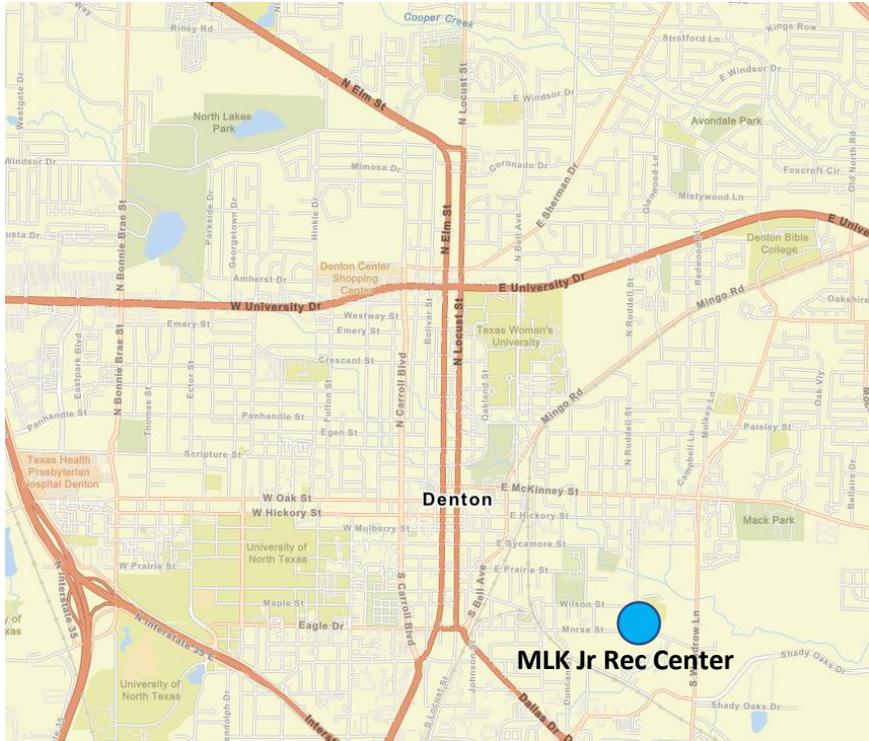
The City of Denton Parks and Recreation Department is seeking requests for qualifications from muralists experienced with creating community-based projects that involve the participation of volunteer painters of all ages. The project in question is a large-scale mural that will be painted onto multiple aluminum panels and affixed onto the façade of the Martin Luther King Jr Recreation Center (1400 Wilson St., Denton, TX 76205).

The funding for this mural project is provided by the Keep America Beautiful Martin Luther King Jr. Corridor Community Grant program. This provides funds so that communities can beautify and revitalize areas near an “MLK Corridor” – a street, building, park, or other space that is named in honor of Dr. King and his Civil Rights legacy. Keep America Beautiful has provided a generous grant of \$20,000.00 to support this project.

#### **B. PROJECT SITE AND CONTEXT**

The Martin Luther King Jr. Recreation Center is a single story, 21,000+ square foot facility that serves as a community hub for the Southeast Denton neighborhood. Southeast Denton is a lively and diverse historic multicultural neighborhood. In the late 19<sup>th</sup>-century, African American families moved to Denton and settled in the Quakertown, one of hundreds of freedmen’s towns that emerged throughout the state of Texas following the end of the Civil War. Quakertown was located just northeast of the Downtown Denton Square and just south of the growing College of Industrial Arts, a segregated college for White Women that would become Texas Woman’s University. As both Downtown Denton and the College of Industrial Arts grew, city elites began to push for the relocation of the Quakertown community.

EXHIBIT A

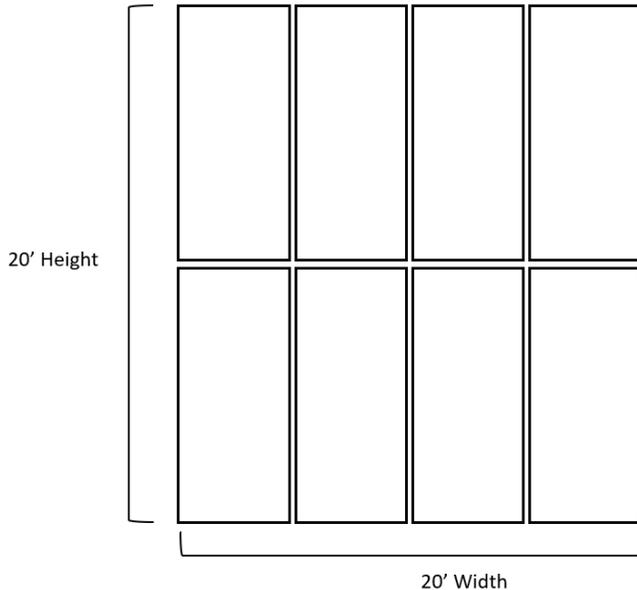


Quakertown was a vibrant community with a self-sufficient local economy that focused on providing goods and services to African American residents within the discriminatory framework of Jim Crow discrimination.

In 1921, a bond election passed approving the construction of a city park where Quakertown existed. The bond election signaled the eventual demise of Quakertown. Quakertown residents who chose to stay in Denton were forced to relocate to Southeast Denton. Even in the present

day, the physical geography of Southeast Denton reflects a difficult history of intentional segregation.

The construction of the MLK Recreation Center, which opened in 1989, represented a turn toward bridging the physical, infrastructural, and institutional gaps between Southeast Denton and the wider community. The current mural project seeks to build connections between Denton residents across neighborhood boundaries.



**C. PROJECT SCOPE AND COMMUNITY INVOLVEMENT**

The mural will be painted onto multiple aluminum panels installed in front of the brick façade of the Martin Luther King Jr. Recreation Center, but within a free-standing aluminum structure like a billboard or other signage. The panels will be 4'x8' or 5'x10' and arranged in a grid of either 8 or ten panels such that the overall size of the mural is 16' x 20' or 20' x 20'.

EXHIBIT A

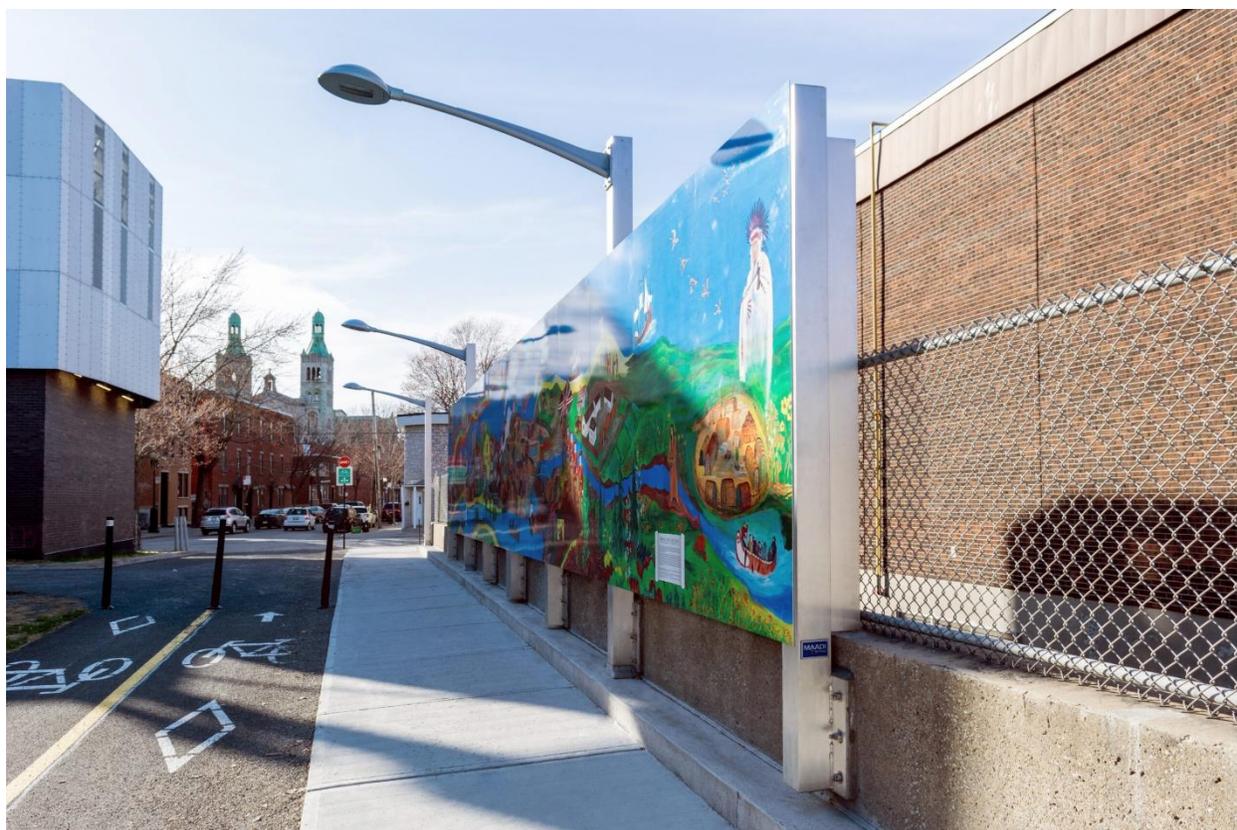


Image 1: Full Façade

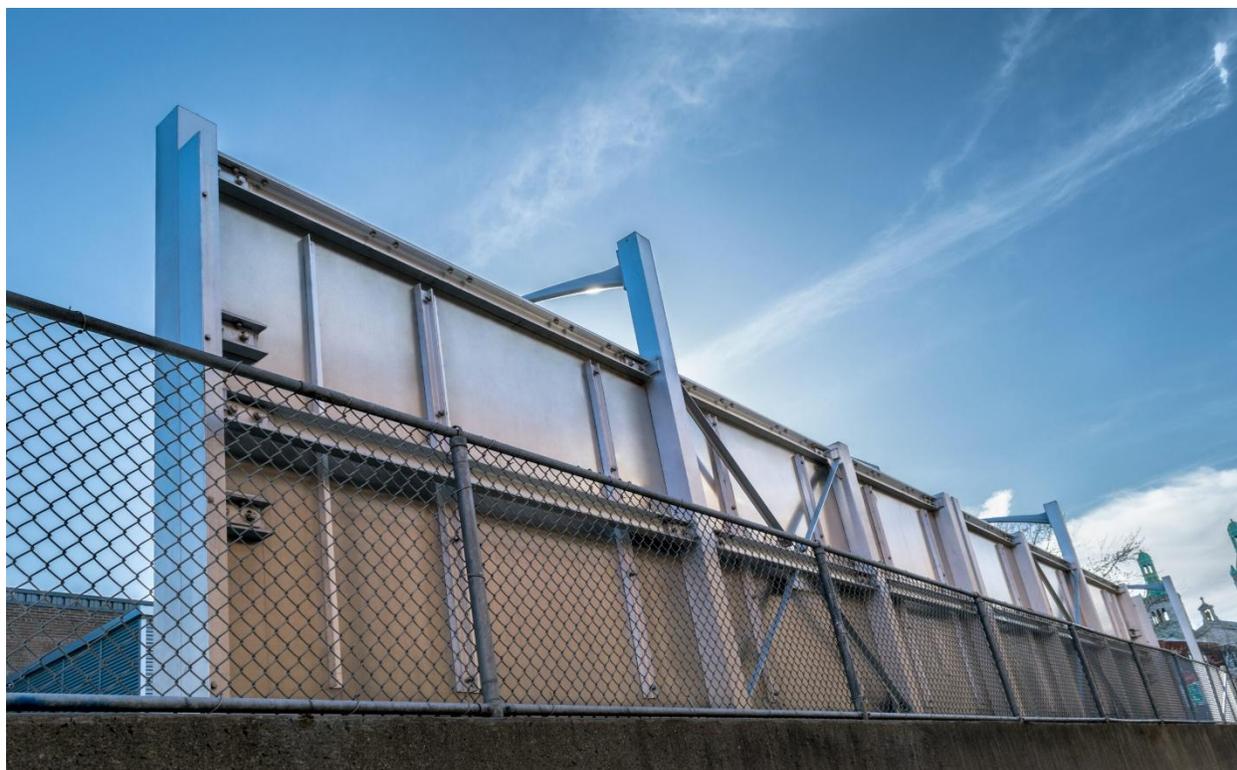


Image 2: Approximate Façade Installation Location

EXHIBIT A



Example of aluminum mural structure



Example of aluminum mural structure (rear structure and bracing)

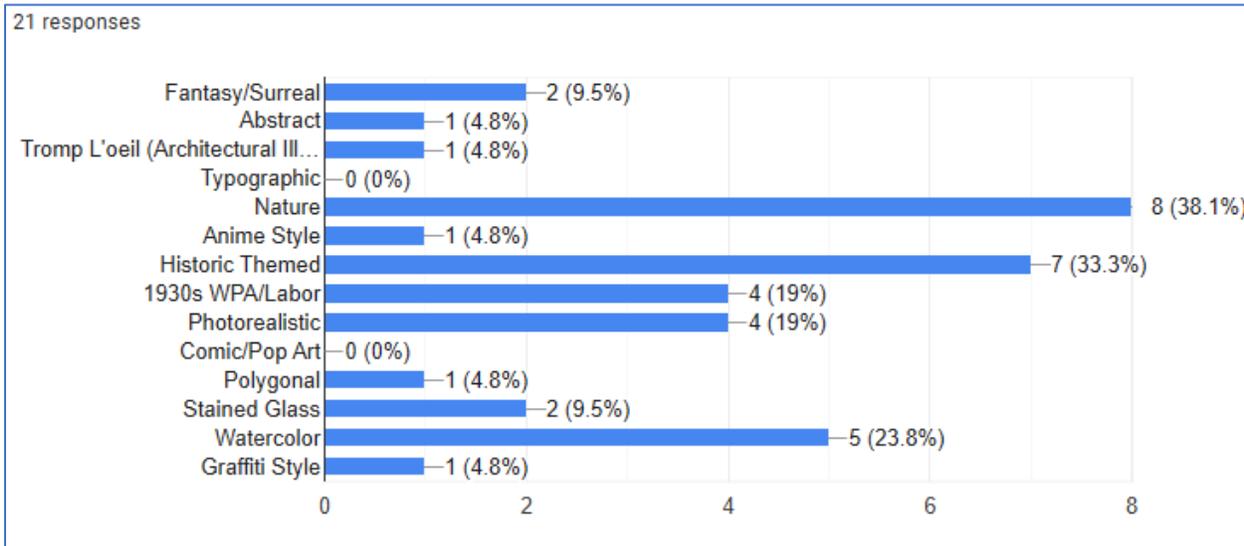
## EXHIBIT A

The project scope calls for the installation of an original mural artwork on aluminum panels that will then be placed onto the aluminum supporting structure. The project should be designed as a community-developed art work – meaning that chosen artist will develop the mural design in line with what the community wishes and will then will guide volunteers in the actual painting of the mural onto the aluminum panels. The panels will then be professionally installed onto an aluminum support structure.

Denton Parks and Recreation is particularly interested in artists who have experience working on community art projects and directing volunteer teams in the production of large-scale art works.

### D. PROJECT THEMING AND ARTISTIC STYLE

Denton Parks and Recreation is looking for an artist who will work with the community to develop a mural concept that matches the community’s preference regarding artistic style and subject matter. Parks staff have conducted preliminary surveys that indicate a preference for styles that feature **natural** and **historical** themes, although further consultation with the community will be needed to finalize the mural design.



Thematic Preferences From Initial Survey Data

### D. PROPOSED BUDGET

Keep America Beautiful has provided an overall budget of \$20,000 for the project. This budget will support the price for equipment, paint, the aluminum panels, the structure housing the aluminum panels, marketing, volunteer support, and an artist fee. We anticipate providing an artist fee, independent of project costs, of approximately \$6,000.00.

### E. ELIGIBILITY

This opportunity is open to all practicing artists who are at least 18 years of age. All artist and artist teams selected must attend any and all required information sessions and site visits.

EXHIBIT A

**F. DESIRED QUALIFICATIONS FOR ARTIST**

Denton Parks and Recreation is interested in hiring an artist with previous experience working on municipally-sponsored murals and is especially interested in hiring an artist who has experience leading a team of volunteers in realizing a community art project.

The following scoring rubric will be used by committee members to grade each application:

Proposal Artistic Merit	50
Artist Portfolio	25
Experience Working with Volunteers	25
<b>TOTAL SCORE:</b>	

**H. PROPOSAL CREATION AND STIPEND**

Members of the Mural Art Committee will choose 2-5 artists to invite to provide a more fully realized proposal for the Martin Luther King Jr. Recreation center. A proposal-creation stipend of \$200 will be provided to each finalist for their time and effort to create a final proposal.

**J. SELECTION PROCESS**

A committee consisting of members of Denton’s Public Art Committee, City staff, and community stakeholders will consider all applications and grade them according to the scoring rubric provided above. All submissions will be ranked according to score and staff will reach out to top applicants to invite them into a formal proposal submission process.

**K. REQUIRED DOCUMENTS FOR QUALIFICATIONS PORTFOLIO**

City staff request each applicant to provide the following materials in their Application Portfolio:

- A. An Artist Statement providing their planned approach to the project
- B. A brief artist bio
- C. A portfolio of at least four distinct past projects that includes a brief description of each project and 2-5 high quality images of each project.
- D. The artist’s resume or CV
- E. A list of three references from professional contacts or previous patrons

**L. PORTFOLIO SUBMISSION**

To view submittal instructions and project requirements please visit:

[www.dentontx.ionwave.net](http://www.dentontx.ionwave.net). New applicants using Ionwave will need to register as a supplier, following the website prompts. When registering Ionwave will ask what NIGP code you want use. **Please choose code: 933 (Service Only) Artist as your NIGP Code.** Once logged into Ionwave, you can view all the details regarding the project. The scope of work can be found in the attachment section.

For all questions regarding registration within Ionwave, please email [Erica.garcia@cityofdenton.com](mailto:Erica.garcia@cityofdenton.com) or submit your questions via Ionwave.

## EXHIBIT A

**M. FINALIST SELECTION**

Received applications will be considered by an ad hoc committee consisting of members of the Public Art Committee and other relevant stakeholders. Invitations to submit full proposals will be provided to 2-4 artists chosen by the committee. A stipend of \$200.00 will be offered to each invited artist, once their final project proposal has been received by the committee.

**N. FINALIST SELECTION AND PROPOSAL PRODUCTION TIMELINE**

- Portfolios of Qualifications due from Artists: October 17
- Finalists receive invitations to create full proposals: October 19
- Final Proposals Due: October 24
- Final Artist Selection: October 30

**Project Must be Completed by December 1, 2025 to meet requirements of grant funding.**

**O. PROJECT PROPOSAL GUIDELINES (FOR INVITED FINALISTS)**

Finalists invited to produce a proposal will be asked to provide the following in their proposal application:

A. A comprehensive project narrative document that provides the following elements:

- 1) An artist statement specifically attuned to the present project, explaining their approach to the proposed design, and how that design fits in with the context of the MLK Jr Recreation center and speaks to Martin Luther King Jr.'s life work and the Civil Rights Struggle.
- 2) A statement providing practical details of the artist's intended process including the materials they intend to use to prepare the aluminum panels, paint the panels, and seal the panels for longevity.
- 3) A statement that describes the short- and long-term maintenance needs for the project.

B. The artist should also provide 3-5 high quality images of the proposed design.

C. A statement indicating the artist's approach to involving volunteers in the creation of public art and specifying their approach to working with volunteers within the context of this specific project.

**P. PROHIBITION OF AI SUBMISSIONS**

The City of Denton is interested in supporting the deep creativity of individual artists. The City will reject any proposals that make use of Artificial Intelligence text or image generators for any part of the application or proposal process.

## **EXHIBIT B 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 **A- or better**.
- 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:

- 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**

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. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Business Automobile Liability Insurance** covering owned, hired, and non-owned 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.

**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.

**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.

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

The contractor shall:

1. Log onto the State Ethics Commission Website at :  
<https://www.ethics.state.tx.us/filinginfo/1295/>
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 [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) 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.

**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 business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton 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 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

JD Moore Portfolios, Ltd. CO.

**2  Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 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 described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?  
 Yes                       No
- B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?  
 Yes                       No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?  
 Yes                       No
- D. Describe each employment or business and family relationship with the local government officer named in this section.

**4  I have no Conflict of Interest to disclose.**

DocuSigned by:  
*James Moore*

12/22/2025

7FAFF33528994F6  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/hm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### **City of Denton Ethics Code Ordinance Number 18-757**

**Definitions:**

**Relative:** a family member related to a City Official within the third 3<sup>rd</sup> degree of affinity (marriage) or consanguinity (blood or adoption)

**City Official:** for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

**Vendor:** a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

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.

## Certificate Of Completion

Envelope Id: 8CB97E83-9E1F-47AF-AA7B-CEA905D5C51E  
Subject: Please DocuSign: City Council Contract 8938 MLK Rec Center Mural  
Source Envelope:  
Document Pages: 36  
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  
12/22/2025 10:21:46 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)

## Signature

**Completed**  
  
Using IP Address: 198.49.140.10

## Timestamp

Sent: 12/22/2025 10:24:18 AM  
Viewed: 12/22/2025 10:25:18 AM  
Signed: 12/22/2025 10:26:23 AM

### 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)

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

Sent: 12/22/2025 10:26:25 AM  
Viewed: 12/22/2025 10:37:59 AM  
Signed: 12/22/2025 10:46:15 AM

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

Leah Bush  
leah.bush@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

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

Sent: 12/22/2025 10:54:50 AM  
Viewed: 12/22/2025 11:40:06 AM  
Signed: 12/22/2025 12:10:11 PM

### Electronic Record and Signature Disclosure: Accepted: 12/22/2025 11:40:06 AM ID: b0c31f6d-346f-4289-a040-dd9ac3226342

James Moore  
jdmoorearts@gmail.com  
Artist  
Security Level: Email, Account Authentication  
(None)

  
  
Signature Adoption: Pre-selected Style  
Using IP Address:  
2603:8080:ae00:2cad:515:69d9:fbde:7fa3

Sent: 12/22/2025 12:10:15 PM  
Viewed: 12/22/2025 12:12:00 PM  
Signed: 12/22/2025 12:45:39 PM

### Electronic Record and Signature Disclosure: Accepted: 12/22/2025 12:12:00 PM ID: 7c3bdb1e-20ea-4928-8bc5-8a166001700b

Signer Events	Signature	Timestamp
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Allison Wing  
Allison.Wing@cityofdenton.com  
Interim Director  
Security Level: Email, Account Authentication (None)

Signed by:  
  
75387A6F0F1B4F3...  
Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.140.10

Sent: 12/22/2025 12:45:42 PM  
Viewed: 12/22/2025 1:04:01 PM  
Signed: 12/22/2025 1:06:56 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/22/2025 1:04:01 PM  
ID: 259a2bf7-2e16-4792-b7df-29b5563b9cc0

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

Sent: 12/22/2025 1:07:00 PM

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

Sara Hensley  
sara.hensley@cityofdenton.com  
Security Level: Email, Account Authentication (None)

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

Ingred Rex  
Ingrid.Rex@cityofdenton.com  
Security Level: Email, Account Authentication (None)

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

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 12/22/2025 10:26:25 AM

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

**COPIED**

Sent: 12/22/2025 10:54:53 AM

Carbon Copy Events	Status	Timestamp
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Gretna Jones  
gretna.jones@cityofdenton.com  
Legal Secretary  
City of Denton  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 12/22/2025 1:07:00 PM

**Electronic Record and Signature Disclosure:**  
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

Omar Siddiqi  
omar.siddiqi@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 3/14/2024 12:24:29 PM  
ID: 81112901-4153-4117-8747-6d5d123e0796

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/22/2025 10:24:18 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

**How to contact City of Denton:**

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

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

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

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](mailto:melissa.kraft@cityofdenton.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Denton**

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

**To withdraw your consent with City of Denton**

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, 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:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* 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.