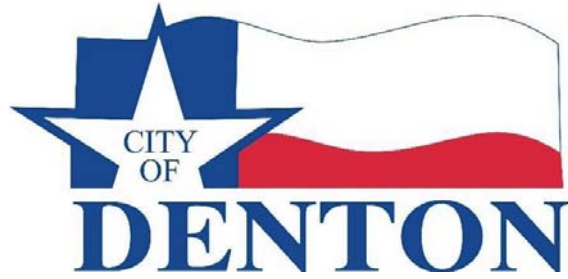


EXHIBIT 2



Docusign City Council Transmittal Coversheet

Contract	5215
File Name	5215 TEXAS INDUSTRIES FOR THE BLIND HANDICAPPED
Purchasing Contact	Robyn Forsyth
City Council Target Date	October 18, 2016
Granicus #	
Ordinance #	

EXHIBIT 2**IN THE STATE OF TEXAS****COUNTY OF DENTON****INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into this ___ day of ___, ___, between The City of Denton, Texas, a political subdivision of the State of Texas (hereinafter "City") and the TIBH Industries, Inc. (TIBH), the contracted Central Nonprofit Agency for the Texas State Use Program, operating under Contract #962-M3-Temporary Personnel established by the State of Texas/Comptroller of Public Accounts and The Council on Purchasing from People with Disabilities. The State Use Program assists persons with disabilities in achieving maximum personal independence by engaging in useful, productive employment activities.

WHEREAS, both the City and TIBH have the authority to enter into this Agreement pursuant to Chapter 122, Title 8, Section 122.017 Texas Human Resources Code, and Texas Local Government Code 271.083; and

WHEREAS, the City of Denton Labor project and other City Projects contemplated under this Agreement are of mutual interest and benefit to TIBH and to the City and will further the instructional and technical objectives of TIBH in a manner consistent with its status as the Central Nonprofit Agency of the Texas State Use Program; and

WHEREAS, it is mutually beneficial to both parties to execute this Agreement whereby each entity can achieve common objectives relating to the health, safety, and welfare of the citizens of Texas, and in the interest of saving the City of Denton and State of Texas taxpayer funding; and

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

1. **STATEMENT OF WORK.** TIBH agrees to use its reasonable efforts to perform the Labor program described in the Statement of Work appended hereto, and any future agreed to statements of work between both parties.
2. **PRINCIPAL CONTACT.** The Labor Project will be administered by Good Will Services, Fort Worth, TX, or subsequent community rehabilitation program provider as identified by TIBH.
3. **PERIOD OF PERFORMANCE.** TIBH will conduct the Labor Project during the period of **October 18, 2016** through **October 18, 2019**. This Agreement may be renewed annually through a written agreement executed by both parties.
4. **TOTAL AMOUNT OF THE CONTRACT.** The City of Denton agrees to pay TIBH, a not to exceed yearly amount of \$100,000, or as agreed to in a similar payment schedule, listed below. Payment shall be for services rendered only, and authorized by a City of Denton Purchase Order. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
5. **PAYMENT SCHEDULE.** The City shall make payments upon receipt of invoices, in accordance with the statutory provisions of Texas Government Code; Chapter 2251. The payment schedule identified below, strictly follows a milestone performance schedule, in completion of the stated DELIVERABLES, and in the approval of invoices submitted to the City.

Payment shall be made upon acceptance of invoices submitted to the City of Denton for services performed as detailed in the proposal. Invoices must be fully documented as to labor provided, and must reference the City of Denton Purchase Order number in order to be processed. No payments shall be made on invoices not listing an authorized City of Denton Purchase Order. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

EXHIBIT 2

Invoices shall be sent to the following address:

City of Denton, Accounts Payable Department
215 East McKinney Street
Denton, TX 76201
Company Rep Name: Alma Vigil
Phone: 940-349-8223
Email: accountspayable@cityofdenton.com

6. **TERMINATION.** This agreement may be terminated by either party, upon sixty (60) days prior written notice.
7. **BREACH / OPPORTUNITY TO CURE.** The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default at least thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.
8. **LIABILITY.** The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party.
9. **DISCLAIMER OF LIABILITY.** TIBH MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED IN CONNECTION WITH THE TECHNICAL REPORTS, INVENTION DISCLOSURES OR RESEARCH DATA FURNISHED UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT USE OF SUCH MATERIALS OR MODIFICATION OF SUCH MATERIALS WILL NOT INFRINGE ON ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHT.
10. **FORCE MAJUERE.** Except for the obligation for the payment of money, if either party fails to fulfill its obligations hereunder when such failure is due to an act of God, or other circumstance beyond its reasonable control, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement.
11. **DISPUTE RESOLUTION.** The City must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. The City must submit written notice of a claim of breach of contract under this chapter to TIBH Industries, Inc., 1011 East 53 ½ Street, Austin, Texas 78751. TIBH is the Central Nonprofit Agency for the Texas State Use Program, and nothing in this Agreement waives or relinquishes the right of TIBH to claim any exemptions, privileges and immunities as may be provided by law.
12. **REMEDIES.** This Agreement shall be construed by and governed by the laws of the State of Texas. Venue for any legal action necessary to enforce the Agreement will be in Denton County, Texas. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
13. **ENTIRE REPRESENTATION.** This Agreement contains the entire agreement between the parties and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of the Agreement. No amendments or modification of this Agreement shall be effective unless set forth in writing executed by duly authorized representatives of each party. This Agreement shall be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof.
15. **ASSIGNMENT.** This Agreement may not be assigned in whole or in part by any of the Parties without prior written consent of the other Party.
16. **SEVERABILITY.** In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
17. **AMENDMENTS.** This Agreement may be amended from time to time by written amendment by both parties.

EXHIBIT 2

18. **NOTICE.** Any notice required to be given in connection with this Agreement shall be in writing and shall be deemed effective if hand delivered, or if sent by United States certified mail, return receipt requested, postage prepaid, or if sent by private receipted courier guaranteeing same-day or next-day delivery, addressed to the respective party at its address provided below. If sent by U.S. certified mail in accordance with this Section, such notices shall be deemed given and received on the earlier of (a) actual receipt at the address of the named addressee, or (b) on the third (3rd) business day after deposit with the United States Postal Service. Notice given by any other means shall be deemed given and received only upon actual receipt at the address of the named addressee.

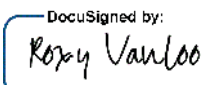
TIBH Industries, Inc. 1011 East 53 ½ Street Austin, TX 78751 Attn: Executive Director Telephone: 512-451-8145 Email: information@tibh.org	City of Denton 215 McKinney Street Denton, Texas 76201 Attn: City Manager Telephone: 940-349-7100 Email: purchasing@cityofdenton.com
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19. **NO THIRD PARTY BENEFICIARIES.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TIBH or the City, or both; and (2) the terms of this Agreement are not intended to release, either by contract or by operation of law, any third person or entity from obligations owed by them to either TIBH or the City.
20. **CONFIDENTIALITY.** During the course of the work and/or services to be provided under this agreement, TIBH may come in contract with confidential information of the City of Denton. TIBH agrees to treat as confidential the information or knowledge that become known to TIBH during performance of this agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City of Denton. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. TIBH shall promptly notify the City of Denton of any misuse or unauthorized disclosure of its confidential information and upon expiration of this agreement shall return to the City of Denton all confidential information in TIBH's possession or control. TIBH shall further comply with all City of Denton information security policies that may apply.
21. **ENTIRETY OF AGREEMENT.** This Agreement represents the entire understanding between TIBH and the City and supersedes all other negotiations, representations or agreement, written or oral, relating to this Agreement.

The parties have caused this Agreement to be executed by their duly authorized representative.

TIBH Industries, Inc.

City of Denton, Texas

By:  _____
B399C48F2C834E9...
Title: State Sales Manager
Date: 10/11/2016

By: _____
Title: _____
Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2016 by _____, on behalf of the City of Denton, Texas.

Notary Public in and for the State of Texas

EXHIBIT 2



Certificate of Completion

Envelope Id: 590A73BAAB5A4DE2B3922437A89EC654

Status: Sent

Subject: City Council Docusign Item - 5215

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 6

Initials: 0

Robyn Forsyth

AutoNav: Enabled

robyn.forsyth@cityofdenton.com

Envelopeld Stamping: Enabled

IP Address: 129.120.6.150

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Robyn Forsyth

Location: DocuSign

10/11/2016 12:14:41 PM

robyn.forsyth@cityofdenton.com

Signer Events

Signature

Timestamp

Robyn Forsyth

Completed

Sent: 10/11/2016 12:20:47 PM

robyn.forsyth@cityofdenton.com

Viewed: 10/11/2016 12:20:58 PM

Buyer

Signed: 10/11/2016 12:21:48 PM

City of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication
(Optional)

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

Roxy VanLoo

DocuSigned by:
Roxy VanLoo
B399C48F2C634E9...

Sent: 10/11/2016 12:21:50 PM

rvanloo@tibh.org

Viewed: 10/11/2016 1:16:39 PM

State Sales Manager

Signed: 10/11/2016 1:26:55 PM

Security Level: Email, Account Authentication
(Optional)

Using IP Address: 72.48.136.36

Electronic Record and Signature Disclosure:
Accepted: 9/23/2016 9:24:11 AM
ID: 7d180bd3-ab53-4bfd-a433-bf129fade21d

Julia Winkley

Sent: 10/11/2016 1:26:59 PM

julia.winkley@cityofdenton.com

Viewed: 10/11/2016 1:33:17 PM

Contracts Administration Supervisor

City of Denton

Security Level: Email, Account Authentication
(Optional)

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

Howard Martin

howard.martin@cityofdenton.com

Security Level: Email, Account Authentication
(Optional)

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

Jennifer Walters

jennifer.walters@cityofdenton.com

Security Level: Email, Account Authentication
(Optional)

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

EXHIBIT 2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 10/11/2016 1:26:56 PM
Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 10/11/2016 1:26:56 PM Viewed: 10/11/2016 1:29:00 PM
John Knight john.knight@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 10/11/2016 1:26:58 PM
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 10/9/2015 11:39:51 AM ID: 04463961-03db-4c4d-9228-d660d6146ed6		
Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

EXHIBIT 2

Carbon Copy Events	Status	Timestamp
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Christian Garcia christian.garcia@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Misty Willis misty.willis@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/11/2016 1:26:59 PM
Electronic Record and Signature Disclosure		

EXHIBIT 2

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.

EXHIBIT 2

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: kevin.gunn@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 kevin.gunn@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 kevin.gunn@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 kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail, full name, US 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">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

EXHIBIT 2

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.