

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND ERLPHASE POWER TECHNOLOGIES, LTD
(Contract 6587)**

THIS CONTRACT is made and entered into this date _____, by and between **ERLPhase Technologies, Ltd.**, a corporation, whose address is 74 Scurfield Blvd., Winnipeg, MB R3Y 1G4, hereinafter referred to as "Supplier," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

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

SCOPE OF SERVICES

Supplier shall provide products in accordance with the Supplier's proposal in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B"**. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:


- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) Supplier's Proposal. (**Exhibit "B"**);
- (c) Certificate of Interested Parties Electronic Filing (**Exhibit "C"**);
- (d) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "D"**)

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

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

ERLPhase Power Technologies Ltd.

SUPPLIER

BY:  _____
AUTHCA127785415834CA...ATURE

Date: 10/11/2017

Name: Craig Gibson

Title: Regional Sales Manager

214-930-5906
PHONE NUMBER

cgibson@erlphase.com

EMAIL ADDRESS
2017-270532

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____
TODD HILEMAN
CITY MANAGER

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, INTERIM CITY ATTORNEY

BY: _____

Exhibit A

Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit B are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

2. Product Changes During Contract Term

The supplier shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to dentonpurchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the supplier's expense. Products that have been installed will be replaced at the supplier's expense.

3. Contract Terms

The contract term will be three (3) years, effective from date of contract execution as determined by the City of Denton Purchasing Department. The contract may be extended six months if agreed upon by both parties.

4. Total Contract Amount

The contract total shall not exceed \$293,216. Pricing shall be per Exhibit B attached.

5. Delivery Lead Time

Products or services will be delivered four to six weeks after the receipt of order from the City.

Customer Quotation

Exhibit B

ERLPhase Power Technologies Ltd.

74 Scurfield Blvd.

Winnipeg, MB R3Y 1G4

Tel: 204-477-0591

Fax: 204-478-1697

www.erlphase.com



ERL Phase Quote # 20002898
 Quote Date (M.D.Y) AUG.10.2017
 Valid Date (M.D.Y) AUG.10.2020
 Sales Manager Gibson, Craig P.
 Phone No/ E-mail 214-930-5906 /Cgibson@erlphase.com

Quotation To 500766

Denton Municipal Electric
 1671 Spencer Road
 DENTON TX 76205
 USA

Payment and Shipping Information

Payment Terms : Net 30 Days

Delivery Terms : DDP, Denton, TX

Shipment Date : 4-6 Weeks ARO

Customer Contact Information

Requested By : Mark Zimmerer

Phone : 940-349-7169

Email : Mark.Zimmerer@cityofdenton.com

End User Name: Denton Municipal Electric
 End User Substation:
 Customer Enq.Number: Email 10/08/2017

Pos.	Item.No	Material	Qty	Unit Price USD	Unit Discount	Net Price USD
10	113931	TESLA 4000 (36-16P-0-2-60-0-0) 36 AI, 64 DI, 8 DO 16P: 16GB w/ PMU No Internal Modem 2: Ethernet 401=Cu, 402=Cu 60: 60 Hz 0: Not CE Marked 0: Not conformal coated	11 EA	21,106.00		232,166.00
20	114154	MDL 401026, PT Module, DIN	47 EA	323.00		15,181.00
30	101783	5A Split Core CT, Mdl 401013 The Split Core CT works in conjunction with the TESLA disturbance fault recorder to monitor secondary currents.	232 EA	137.00		31,784.00
40	113834	Split Core End Mount Bracket	232 EA	15.00		3,480.00
50	109971	RecordBase CS - CD	1 EA	9,900.00		9,900.00
				Freight not included		705.00
				Total Quotation Value		293,216.00

Special Note

Please Include a reference to the ERLPhase Quote #: 20002898 on all Purchase Order.

Freight is included in Quotation, All applicable Taxes extra.

Should you wish to proceed with an order, we require a formal Purchase Order (PO) with all the required information as per the pre-order checklist below.

Additional Note

Contract 6587

Customer Quotation

Exhibit B

ERLPhase Power Technologies Ltd.

ERL Phase Quote # 20002898
Customer PO # Email 10/08/2017
Sales Manager Gibson, Craig P.
Phone No/ E-mail 214-930-5906 /Cgibson@erlphase.com



74 Scurfield Blvd.
Winnipeg, MB R3Y 1G4
Tel: 204-477-0591
Fax: 204-478-1697
www.erlphase.com

Page

2

"Please provide the following information on your purchase order"

1. Purchase Order Number
2. Company Name, Billing and Shipping Address
3. Contact Name, Phone, Email Address
4. Delivery Term (For collect shipments via any courier, provide account number)
5. Our Product Part Number and configuration
6. Unit Price USD / CAD and Total Price USD / CAD
7. Requested Ship Date
8. End user information: Company Name, Sub Station and Location

Payment Remittance Information

ERLPhase Power Technologies Ltd
74, Scurfield Blvd
Winnipeg MB
Canada R3Y 1G4
Phone: 204-477-0591
Fax : 204-478-1697

For ERLPHASE customer service and
product information please contact us
at
Phone: 204-477-0591
Fax : 204-478-1697
Email: info@erlphase.com

Warranty: Ten-Year Relay and Recorder limited warranty, refer to "ERLPHASE Relay & Recorder Standard Terms and Conditions" for details.

End of Quotation

**ERLPhase Power Technologies Limited****STANDARD TERMS AND CONDITIONS**

The following terms and conditions apply to all sales of goods, equipment, software or accessories (collectively, "Products"), by ERLPhase to the Purchaser. By placing its order for Products from ERLPhase, Purchaser agrees to be bound by the following terms. In the event of any conflict between the following terms and any terms in any purchaser order or other documentation originating with Purchaser, these Standard Terms and Conditions shall control unless expressly and specifically agreed to in writing by ERLPhase.

1. PRICE

All prices are firm and shall not be subject to change. The price will be based on Customer Order Confirmation. In the event of price reduction, all Products not shipped as of the effective date of the reduction (except shipment held by request of the Purchaser) will be invoiced at the reduced price. Goods already shipped are not subject to price reduction. Orders on a bid or contract basis are not subject to this clause.

2. TAXES

Any applicable duties or sales, use, excise, value-added or similar taxes will be the responsibility of Purchaser, and are added to the price and invoice separately (unless an acceptable exemption certificate is furnished).

3. TERMS OF PAYMENTS

All payments shall be in United States dollars (unless specifically mentioned in our customer order confirmation) and payment is due for all items upon shipment. For any orders involving a single price but multiple shipments, a pro rata payment, in an amount reasonably determined by ERLPhase, shall be due upon each shipment. Any amount which remains unpaid more than thirty days after it is due may, at the sole discretion of ERLPhase, bear interest at a rate of 1.5% per month.

4. DELIVERY AND PASSAGE OF TITLE

The term "shipment" means delivery to the initial carrier in accordance with the delivery terms of this Order. ERLPhase may make partial shipments. All shipments of Products shall be delivered DDP, jobsite, Denton, TX and title and liability for loss or damage thereto shall pass to Purchaser upon delivery of the Products to Purchaser, and any loss or damage thereto shall pass to the Purchaser upon delivery of the Products, and any loss or damage thereafter shall not relieve Purchaser from any obligation hereunder.

All delivery designations are INCOTERMS 2000.



ERLPhase Power Technologies Limited

5. DELAYED SHIPMENT & STORAGE

Any item of the Products on which manufacture or shipment is delayed by Purchaser or by causes which affect Purchaser's ability to receive the Products may be placed in storage by ERLPhase for Purchaser's account and risk, and Purchaser shall pay all charges for storage, trucking and other incidental expenses incurred by ERLPhase. In the event of delayed shipment, ERLPhase may invoice Purchaser upon completion of manufacture or upon date the Products would have been ready for shipment.

6. FORCE MAJEURE

If ERLPhase suffers delay in performance due to any cause beyond its reasonable control, including but not limited to act of God, act or failure to act of government, act or omission of Purchaser, war, fire, flood, strike or labor trouble, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended for a period of time equal to the period of the delay and its consequences. ERLPhase will give to Purchaser notice in writing within a reasonable time after ERLPhase becomes aware of any such delay.

7. NON-CANCELLATION

Purchaser may not cancel or terminate for convenience, or direct suspension of manufacture, except with ERLPhase's written consent, which may be conditioned upon, at ERLPhase's discretion, payment of additional amounts to compensate ERLPhase for its engineering, fabrication and purchasing charges and any other costs relating to such cancellation, termination or suspension, plus a reasonable amount for profit.

8. GOODS RETURNED FOR CREDIT

ERLPhase will not accept Products for return unless an authorization for such return has been issued by ERLPhase in writing. Only Products currently manufactured by ERLPhase and invoiced within the preceding twelve month period will be considered for return. If ERLPhase's permission to return any Products is granted, the amount of credit will be governed by the facts in each case. Credit issued for any item not returned in its original crate or carton will be subject to a deduction to compensate for crate or carton replacement. Special Products fabricated to order are not returnable under any conditions.



ERLPhase Power Technologies Limited

9. WARRANTY AND REMEDY

ERLPhase warrants that on the date of shipment to Purchaser any Products manufactured or created by ERLPhase will conform to ERLPhase's published written specifications for such Products as of the date of shipment. THIS WARRANTY CONSTITUTES THE ONLY WARRANTY OF ERLPHASE WITH RESPECT TO ANY PRODUCTS SUPPLIED BY ERLPHASE. ERLPHASE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. If within ten years from date of shipment by ERLPhase, of any item of the Products, Purchaser discovers that such item was not as warranted above and promptly notifies ERLPhase in writing thereof, ERLPhase shall remedy such defect by, at ERLPhase's option, adjustment, repair or replacement of the item and any affected part of the Products. Purchaser shall assume all responsibility and expense for removal, reinstallation and freight in connection with the foregoing remedy. The same obligations and conditions shall extend to replacement items furnished by ERLPhase hereunder. ERLPhase shall have the right of disposal of items replaced by it. Purchaser shall grant ERLPhase access to the goods at all reasonable times in order for ERLPhase to determine any defect in the goods. The foregoing states Purchaser's exclusive remedy against ERLPhase and its suppliers for any defect in the goods or for failure of the goods to be as warranted, whether Purchaser's remedy is based on the contract, warranty, failure of such remedy to achieve its essential purpose, tort (including negligence), strict liability, indemnity or any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause. This Warranty shall be void in its entirety if the Purchaser chooses not to implement product maintenance releases to the Products. The warranty set forth in this section does not extend to any item of the Products which have not been manufactured by ERLPhase. ERLPhase shall also have no responsibility and this warranty shall not apply if, in ERLPhase's sole judgment, the Products have been improperly stored, handled or installed, if the Products have not been operated or maintained according to their ratings or according to instructions in ERLPhase or supplier furnished manuals, or if unauthorized repairs or modifications have been made to the Products. This warranty will also not cover damage due to acts of God, power failures, lightning, fire, flood, severe weather, hailstorms, insects and pest infestation, and other events reasonable beyond ERLPhase's control. Warranty coverage does not include any transportation costs for return of Products or for reshipment of any repaired or replaced Products, or costs associated with removal, installation or reinstallation of Products.



ERLPhase Power Technologies Limited

10. LIMITATION OF LIABILITY

Neither ERLPhase nor its suppliers shall be liable, whether in contract, warranty, failure of a remedy to achieve its essential purpose, tort (including negligence), strict liability, indemnity or any other legal theory, for loss of use, revenue or profit, or for cost of capital or of substitute use or performance, or for indirect, special, liquidated, incidental or consequential damages, or for any other loss or cost of a similar type, or for claims by Purchaser for damages of Purchaser's customers. ERLPhase's maximum liability under this contract shall be the contract price. ERLPhase and Purchaser agree that the exclusions and limitations set forth in this article are separate and independent from any remedies which Purchaser may have hereunder and shall be given full force and effect whether or not any or all such remedies shall be deemed to have failed of their essential purpose. In all cases, ERLPhase's total liability will be limited to the price of Products provided or services performed by ERLPhase. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

11. NUCLEAR

Purchaser represents and warrants that the Products covered by this contract shall not be used in or in connection with a nuclear facility or application. If Purchaser is unable to make such representation and warranty, the Purchaser agrees to indemnify and hold harmless ERLPhase and to waive and require its insurers to waive all rights of recovery against ERLPhase for any damage, loss, destruction, injury or death from a "nuclear incident", as that term is defined in the Atomic Act of 1954, as amended, whether or not due to ERLPhase's negligence.

12. PATENTS

Subject to the limitations herein, ERLPhase will defend any suit or proceeding brought against Purchaser if it is based on a claim that any product furnished hereunder constitutes an infringement of any U.S. or Canadian intellectual property rights. ERLPhase must be notified promptly in writing and given full and complete authority, information and assistance (at ERLPhase's expense) for defense of the suit. ERLPhase will pay damages and costs therein awarded against Purchaser but shall not be responsible for any compromise made without its consent. In no event shall ERLPhase's liability for such damages and costs (including legal costs) exceed the contractual value of the Products or software supplied by ERLPhase to Purchaser that are the subject of the lawsuit. In providing such defense, or in the event that such product is held to constitute infringement and the use of the product is enjoined, ERLPhase, in its discretion, shall procure the right to continue using such product or software, or modify it so that it becomes noninfringing, or remove it and grant Purchaser a credit for the depreciated value thereof. ERLPhase's indemnity does not extend to claims of infringement arising from ERLPhase's compliance with Purchaser's design, specifications and/or instructions, or use of any product in combination with other products or in connection with a manufacturing or other process, or from a modification of the Products without the consent of ERLPhase. The foregoing remedy is exclusive and constitutes ERLPhase's sole obligation for any claim of intellectual property infringement and ERLPhase makes no warranty that products sold hereunder will not infringe any intellectual property rights.

**ERLPhase Power Technologies Limited****13. INTELLECTUAL PROPERTY**

Purchaser acknowledges that the Products may contain ERLPhase's intellectual property, including but not limited to patents, copyrights, derivative works, mask work rights, trademarks, tradenames, trade secrets, and proprietary technical know how, embodied in hardware, software, or technical information, or some combination thereof. Purchase agrees that, as between Purchaser and ERLPhase, the ownership of all patents, copyrights, derivative works, mask work rights, trademarks, tradenames, trade secrets, and all other intellectual property contained in the Products remains with ERLPhase and none is transferred to Purchaser. Notwithstanding any provisions to the contrary (including but not limited to provisions regarding transfer of title), Purchaser acknowledges that a sale of the products does not constitute a sale of any of ERLPhase's intellectual property rights and does not convey any license by implication, estoppel or otherwise covering the Products or the intellectual property contained therein, except solely that, conditioned upon Purchaser's full performance of its obligations to ERLPhase, Purchaser shall receive a limited, non-exclusive, non-transferable right to use such intellectual property solely for the purpose of and only to the extent necessary for, use of the Products in accordance with ERLPhase's published specifications and user documentation. Purchaser shall not reverse engineer, decompile, disassemble, translate, copy, modify alter or otherwise change any Product or part thereof (including without limitation any software provided by ERLPhase).

14. GOVERNING LAW AND ASSIGNMENT

The laws of the State of Texas, USA with a venue in the U.S Federal District Court, unless otherwise determined by ERLPhase at the time of order, without reference to choice of law principles shall govern the validity, interpretation and enforcement of this contract. The application of the United Nations Convention on Contract for International Sales of Goods shall be excluded. Assignment may be made only with written consent of both parties; provided, however, ERLPhase may assign to its affiliate without Purchaser's consent or in connection with any transfer of all or substantially all of the assets or business of ERLPhase or any portion or division thereof, including, but not limited to, by way of a sale or transfer of assets or merger, amalgamation, arrangement or other form of reorganization.

15. ATTORNEY FEES

Purchaser shall be liable to ERLPhase for any attorney fees and costs incurred by ERLPhase in enforcing any of its rights hereunder. ERLPhase shall be liable to Purchaser for any attorney fees and costs incurred by Purchaser in enforcing any of its rights hereunder.

16. STATUTE OF LIMITATIONS

To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this contract, must be commenced not later than twenty-four (24) months from the date the cause of action accrued.

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 an original notarized 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/whatsnew/elf_info_form1295.htm
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. Sign and notarize the Form 1295
6. Email the notarized form to 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.

Exhibit ^D

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).

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. ERLPhase Power Technologies Ltd.

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 7th 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.

Tom Hileman

Name of 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.

No relationship to vendor

4 ☒ I have no Conflict of Interest to disclose.

5 DocuSigned by: Craig Gibson 10/11/2017

A127705415834CA... ing business with the governmental entity

Date

Certificate of Completion

Envelope Id: 35AC2AC3CA514CEE5B522CE27A68BB0

Status: Sent

Subject: Please DocuSign: City Council Contract 6587

Source Envelope:

Document Pages: 14

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 0

Karen E. Smith

AutoNav: Enabled

karen.smith@cityofdenton.com

Enveloped Stamping: Enabled

IP Address: 129.120.6.150

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

Record Tracking

Status: Original

Holder: Karen E. Smith

Location: DocuSign

10/9/2017 8:16:18 AM

karen.smith@cityofdenton.com

Signer Events

Signature

Timestamp

Karen E. Smith

Completed

Sent: 10/9/2017 8:19:16 AM

karen.smith@cityofdenton.com

Viewed: 10/9/2017 8:19:30 AM

Interim Purchasing Manager

Signed: 10/9/2017 8:20:57 AM

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

Craig Gibson

DocuSigned by:
Craig Gibson
A127765415834CA...

Sent: 10/9/2017 8:20:58 AM

cgibson@erlphase.com

Viewed: 10/10/2017 7:23:06 AM

Regional Sales Manager

Signed: 10/11/2017 8:07:49 AM

ERLPhase Power Technologies Ltd.

Security Level: Email, Account Authentication (Optional)

Using IP Address: 192.136.228.113

Electronic Record and Signature Disclosure:

Accepted: 10/10/2017 7:23:06 AM

ID: d35d48dd-fa98-4e58-8ccb-42c051e6d0bc

Jennifer DeCurtis

Sent: 10/11/2017 8:07:52 AM

jennifer.decurtis@cityofdenton.com

Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Julia Winkley

julia.winkley@cityofdenton.com

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Todd Hileman

Todd.Hileman@cityofdenton.com

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Accepted: 7/25/2017 11:02:14 AM

ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21

Signer Events	Signature	Timestamp
<p>Jennifer Walters</p> <p>jennifer.walters@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
Person Signer Events	Signature	Timestamp
Editor Deliver Events	Status	Timestamp
Agent Deliver Events	Status	Timestamp
Intermediary Deliver Events	Status	Timestamp
Certified Deliver Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Sherri Thurman</p> <p>sherri.thurman@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 10/11/2017 8:07:50 AM</p>
<p>Julia Winkley</p> <p>julia.winkley@cityofdenton.com</p> <p>Contracts Administration Supervisor</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 10/11/2017 8:07:51 AM</p> <p>Viewed: 10/11/2017 9:38:44 AM</p>
<p>Jane Richardson</p> <p>jane.richardson@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Robin Fox</p> <p>Robin.fox@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Jennifer Bridges</p> <p>jennifer.bridges@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Jane Richardson</p> <p>jane.richardson@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

Carion Cop Events	Status	Timestamp
laura cheek laura.cheek@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

otar Events	Signature	Timestamp
-------------	-----------	-----------

Envelope Summar Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/11/2017 8:07:52 AM

a ment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, 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.

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.