



## DocuSign City Council Transmittal Coversheet

FILE	7079
File Name	DIR Interlocal
Purchasing Contact	Lori Hewell
City Council Target Date	January 28, 2020
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	20-196

**INTERSTATE COOPERATION CONTRACT**  
**for Texas Department of Information Resource Technology Contracts**

THIS INTERSTATE COOPERATION CONTRACT is entered into by and between the City of Denton, with its principal place of business at 901b Texas St, Denton, TX 76209 and the STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES, 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 for Texas based Customers and Section 2054.0565, Texas Government Code, for out of state Customers.

**I. STATEMENT OF PURPOSE:**

The purpose of this Interstate Cooperation Contract [Contract] is to allow DIR Customer to purchase information resources technologies through DIR Contracts.

**II. CONSIDERATION:**

- a. Per the Interlocal Cooperation Act, Texas Government Code, § 791.025, or other applicable law, the DIR Customer satisfies the requirement to seek competitive bids for the purchase of goods and/or services.
- b. DIR agrees to allow DIR Customer to procure information resources technologies through existing Vendor contracts and Vendor contracts that DIR may enter into during the term of this interstate cooperation contract, in accordance with specifications submitted through purchase orders from Customer. All DIR Vendor contracts shall be made available to the DIR Customer via the DIR Internet web site. DIR Customers utilizing the Cooperative Contracts shall issue a Purchase Order directly to the relevant Vendor. DIR Customers utilizing a DIR Contract for which DIR is the fiscal agent, the DIR Customer's Purchase Order shall be issued to DIR.
- c. DIR Customer agrees to notify DIR of any substantial problems in quality or service in relations with a vendor under a DIR vendor contract.

**III. PAYMENT FOR GOODS AND SERVICES:**

- a. DIR Customer shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the Vendor. Payment under a DIR Contract shall not foreclose the right to recover wrongful payments.
- b. Payments must be made in accordance with laws and procedures applicable to DIR Customer.
- c. DIR Customer agrees to pay the rates and/or prices set by DIR with its vendors. DIR Customer understands these rates and/or prices include a DIR administrative fee.
- d. All purchases executed under a DIR Contract will require a DIR Customer purchase order.

**IV. TERM OF CONTRACT:**

This Interstate Cooperation Contract shall begin when fully executed by both parties and shall continue until terminated by either party.

Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods and services received through the effective date of termination.

**V. GOVERNING LAW AND OTHER REPRESENTATIONS:**

DIR Customer:

Unit of Texas Local Government hereby certifying that is has statutory authority to perform its duties hereunder pursuant to Chapter 252, 271, and 791 Code.

Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter in to this Interstate Cooperation Contract and perform its duties hereunder pursuant to \_\_\_\_\_.

Customer that is neither a unit of Texas Local Government nor a Non-Texas State agency or unit of local government of another state hereby certifies that it has statutory authority to enter in to this Interstate Cooperation Contract and perform its duties hereunder pursuant to \_\_\_\_\_.

**VI. CERTIFYING FUNCTION:**

Department of Information Resources acting as the owner of the DIR Contracts hereby certifies the eligibility of the DIR Customer to use the DIR Contracts.

**VII. TERMS AND CONDITIONS FOR OUT OF STATE DIR CUSTOMERS:**

SELECTIONS PER THE GOVERNING LAW OF THE OUT OF STATE DIR CUSTOMER:

1. In any issue concerning this Interstate Cooperation Contract, or the DIR Contracts, in which DIR is involved shall be governed by the law of the State of Texas, excluding the conflict of law provisions.
2. Exclusive Venue for any litigation whatsoever involving DIR is the state district court of Travis County, Texas.
3. DIR Customer’s use of the DIR Contracts shall be governed by the law of the State of Texas, excluding the conflicts of law provisions.
4. Exclusive Venue for litigation arising between DIR Customer and Vendor from use of the DIR Contracts is Denton County.
5. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts parties agree to negotiate prior to prosecuting a suit for damages.

**VIII. Notification**

All notices under this Interstate Cooperation Contract shall be sent to a party at the respective address indicated below.

If sent to the DIR:

Kelly Parker  
Director, Cooperative Contracts  
Department of Information Resources  
300 W. 15th Street, Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4700  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)


DIR Customer:

Contact Name: Lori Hewell  
Customer Name: City of Denton  
Address: 901b Texas St  
City, State, Zip Code: Denton, TX 76205  
Phone Number: 940-349-7100  
Facsimile:  
Email: [lori.hewell@cityofdenton.com](mailto:lori.hewell@cityofdenton.com)

This Interstate Cooperation Contract is executed to be effective as of the date of the last party to sign.

City of Denton

(Insert Entity Name here)

Authorized By:  DocuSigned by:  
E778C711BA0D454...

Name: Todd Hileman

Title: City Manager

Date: 1/28/2020

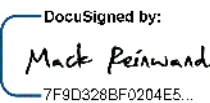
ATTEST:

ROSA RIOS, CITY SECRETARY

BY:  DocuSigned by:  
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:

AARON LEAL, CITY ATTORNEY

BY:  DocuSigned by:  
7F9D328BF0204E5...

**THE STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES**

Authorized By: \_\_\_\_\_

Name: Hershel Becker

Title: Chief Procurement Officer

Date: \_\_\_\_\_

Office of General Counsel: \_\_\_\_\_ Date: \_\_\_\_\_

## Certificate Of Completion


Envelope Id: 962F8F31DAF7409F8944A5061CF85D3C	Status: Completed
Subject: Please DocuSign: City Council Contract 7079 DIR Interlocal	
Source Envelope:	
Document Pages: 4	Signatures: 3
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lori Hewell
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	lori.hewell@cityofdenton.com
	IP Address: 129.120.6.150

## Record Tracking

Status: Original	Holder: Lori Hewell	Location: DocuSign
12/26/2019 1:47:46 PM	lori.hewell@cityofdenton.com	

## Signer Events

Signer Events	Signature	Timestamp
Lori Hewell	<b>Completed</b>	Sent: 12/26/2019 1:49:31 PM
lori.hewell@cityofdenton.com		Viewed: 12/26/2019 1:49:58 PM
Purchasing Manager		Signed: 12/26/2019 1:50:31 PM
City of Denton	Using IP Address: 129.120.6.150	
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Lori Hewell		Sent: 12/26/2019 1:50:33 PM
lori.hewell@cityofdenton.com		Viewed: 12/26/2019 1:52:24 PM
Purchasing Manager		Signed: 12/26/2019 1:52:28 PM
City of Denton	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 129.120.6.150	

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

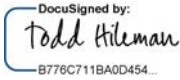
Mack Reinwand		Sent: 12/26/2019 1:52:30 PM
mack.reinwand@cityofdenton.com		Viewed: 12/30/2019 11:28:59 AM
City of Denton		Signed: 12/30/2019 11:30:17 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 129.120.6.150	

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


Cheyenne Defee	<b>Completed</b>	Sent: 12/30/2019 11:30:18 AM
cheyenne.defee@cityofdenton.com		Viewed: 1/28/2020 3:58:51 PM
Contract Administrator		Signed: 1/28/2020 3:59:12 PM
City of Denton	Using IP Address: 129.120.6.150	
Security Level: Email, Account Authentication (None)		

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

Signer Events	Signature	Timestamp
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<p>Todd Hileman            Todd.Hileman@cityofdenton.com            City Manager            City of Denton            Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 107.77.197.132 Signed using mobile	<p>Sent: 1/28/2020 3:59:14 PM            Viewed: 1/28/2020 4:21:58 PM            Signed: 1/28/2020 4:22:03 PM</p>
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**Electronic Record and Signature Disclosure:**  
 Accepted: 7/25/2017 11:02:14 AM  
 ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21

<p>Rosa Rios            rosa.rios@cityofdenton.com            City Secretary            Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	<p>Sent: 1/28/2020 4:22:04 PM            Viewed: 1/28/2020 4:33:54 PM            Signed: 1/28/2020 4:35:21 PM</p>
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**Electronic Record and Signature Disclosure:**  
 Accepted: 1/28/2020 4:33:54 PM  
 ID: 4339550e-d249-42b0-af68-3421e56b5118

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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<p>Cheyenne Defee            cheyenne.defee@cityofdenton.com            Contract Administrator            City of Denton            Security Level: Email, Account Authentication (None)</p>	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 12/26/2019 1:50:33 PM</p>
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<p>Sherri Thurman            sherri.thurman@cityofdenton.com            City of Denton            Security Level: Email, Account Authentication (None)</p>	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 12/30/2019 11:30:18 AM</p>
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**Electronic Record and Signature Disclosure:**  
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<p>Jane Richardson            jane.richardson@cityofdenton.com            Assistant City Secretary            City of Denton            Security Level: Email, Account Authentication (None)</p>	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 1/28/2020 3:59:13 PM            Viewed: 1/28/2020 4:41:38 PM</p>
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Zolina Parker zolina.parker@cityofdenton.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 1/28/2020 3:59:13 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/28/2020 4:22:04 PM
Certified Delivered	Security Checked	1/28/2020 4:33:54 PM
Signing Complete	Security Checked	1/28/2020 4:35:21 PM
Completed	Security Checked	1/28/2020 4:35:21 PM

Payment Events	Status	Timestamps
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**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](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.