

DocuSign City Council Transmittal Coversheet

FILE	7180
File Name	Higher Ground Recording Systems
Purchasing Contact	Suzzen Stroman
City Council Target Date	March 17, 2020
Piggy Back Option	Not Applicable
Contract Expiration	March 17, 2025
Ordinance	20-599



COMMERCIAL ELECTRONICS CORP.
PURCHASE AGREEMENT
FOR
HIGHERGROUND RECORDING SOLUTION
WITH THE MOTOROLA API

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PURCHASE AGREEMENT

Agreement Date: ,

City of Denton, a Texas home-rule municipality hereinafter referred to as "Client", enters into this Agreement that includes all the terms and conditions of this agreement and Exhibits A, B, and C of all the pages of this agreement, with Commercial Electronics Corp., a corporation formed under the laws of the State of Texas, who hereinafter may be referred to as CEC located at 1318 N. Brazos San Antonio, TX 78207.

CEC. will install, configure and test its software and hardware at client's location. CEC guarantees the workmanship of its products and will use all reasonable efforts to ensure the solution purchased by client works as described in Exhibit A. Client agrees to purchase the products described in Exhibit A at the prices listed in Exhibit A.

Total purchase price for the HigherGround Recording solution with the Motorola API is \$ 86,715.00.

Section 1 - Client Responsibilities:

- 1.1. Client is responsible for maintaining the existing telecom equipment, the necessary punch down blocks and wiring used in our passive tap integration.
- 1.2. Client is responsible for providing accurate contact information, shipping information, billing information and primary and secondary site information as requested in Exhibit B.
- 1.3. Client is responsible for providing a designated Project Lead to work with HigherGround's Project Manager and CEC's Team.
- 1.4. Client is responsible for providing timely payment of invoices for the procurement of the proposed HigherGround solution as listed in Exhibit A.
- 1.5. Client is responsible for providing all connections from the telephone system(s) (PBX, ACD, CTI and/or other defined databases) as required by CEC to support integration and the reporting capabilities of the HigherGround product. CEC will work with client and their telecommunication vendor(s) to ensure the system is properly configured and functioning.
- 1.6. Client is responsible for providing all house wire, cable and electrical connections.
- 1.7. Client is responsible for completing the **Pre-Installation Checklist**. See Exhibit B.
- 1.8. All systems built by HigherGround are shipped with working network adapters suitable for connection with the client's network. It is the client's responsibility to provide a working, non-restricted, secured IP connection to the internet for network connectivity. This is necessary to support the "I'm Alive™" Notification Service and remote diagnostics from HigherGround's Client Support. If the client is unwilling or unable to provide reliable connectivity, CEC/HigherGround will be unable guarantee response to system alarms and may be limited in its ability to provide remote support.
- 1.9. HigherGround systems are optimized for the performance of specific tasks. Any client modifications to HigherGround systems not specifically approved by HigherGround's Client Support department may result in impaired performance. Such modifications, including the installation of additional software or hardware may void the warranty and/or service level agreement.
- 1.10. If system performance is adversely affected or a system is rendered inoperable by unapproved modifications, CEC will attempt to restore the system to its original, working condition at the client's expense. CEC will invoice the client for shipping, time, and materials to restore a system rendered inoperable by the addition of unauthorized software or hardware made by the Client at rates on the then current price list.

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01/29/2020

Purchase Agreement & Software License Agreement

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Section 2 - Terms and Conditions

- 2.1. Fifty (50%) of the Purchase Price is due within fifteen (15) days of signing of Purchase Agreement. \$ 43,357.50
- 2.2. a) The remaining balance (50%) of the Purchase Price is due fifteen (15) days after installation. \$43,357.50
 b) In the event any issue arises which prevents finalization of the installation of the hardware and software ordered under this agreement, including a) incomplete site preparation as outlined in the Pre-installation check list, b) missing data feeds from third party vendors, or c) other issue which arises through no fault of CEC, the Client agrees that the remaining balance (50%) less the installation charges as itemized is due fifteen (15) days after installation. \$ 21,678.75. Remaining balance of \$ 21,678.75 will be due fifteen (15) days after the installation has been completed.

Section 3 - Delivery

- 3.1. Delivery time will be coordinated between CEC and Client

Section 4 - Software and Hardware Support and Maintenance

- 4.1. The first-year warranty period includes Remote 24-Hour Software and Hardware Support and Maintenance and is included in the purchase price.
- 4.2. The Remote 24-Hour Maintenance price for the second year annual Software and Hardware Support and Maintenance is \$ 13,571.00
- 4.3. The annual Software and Hardware Support and Maintenance is due and payable thirty (30) days prior to the anniversary date of Acceptance of Installation.

Section 5 - Order Process

- 5.1. Sign and date 2 copies of the Purchase Agreement and the Software License Agreement.
- 5.2. Send 50% deposit and 2 original signed copies of the Purchase Agreement and Software License to Commercial Electronics Corp.*
 Commercial Electronics Corp.,
 Attention Accounting – New Order
 1318 N. Brazos
 San Antonio, TX 78207
- 5.3. CEC will execute the Agreements and return one (1) signed copy of the Purchase Agreement and Software License Agreement for Client's records. * Orders will be held in Accounting and will not be processed until deposit is received or other financing arrangements are finalized.

Section 6 - CEC Warranty

- 6.1. **General** - CEC represents and warrants to Customer that (i) it is an authorized distributor of HigherGround software (Product), (ii) the Product will perform in conformity with specifications and documentation supplied by CEC, (iii) the Product is new and does not contain used or reconditioned parts, (iv) to CEC's knowledge the Product or its use does not infringe any patents, copyrights, trademarks, trade secrets, or any other intellectual property rights, and (v) that there are no suits or proceedings pending or threatened which allege any infringement of such proprietary rights. CEC represents and warrants that the Product sales to Customer do not in any way constitute violations of any law, ordinance, rule or regulation in the distribution territory.
- 6.2. CEC's obligations under this warranty are limited to repairing or replacing any such Product which is returned, per CEC instructions, with all transportation charges prepaid by the client, and which Product is determined to have a warrantable defect.

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- 6.3. Installation Service** - CEC warrants to Customer that the services provided by CEC under this Agreement will be performed in accordance with Good Industry Practices; and that the materials, equipment, software, Licensed Technology, supplies and other items furnished by CEC under the Scope of Work hereunder, shall be (i) new and of good quality upon delivery and will be completed and delivered in compliance with the Work Schedule, Scope of Work and the Contract Documents, and in compliance with all Legal Requirements, and in a good and workmanlike manner; (ii) free of defects in design, workmanship and materials; and (iii) free of any liens and any and all license, royalty and other liabilities for the use of patents, copyrights, trade secrets or other intellectual property. CEC's warranty obligation includes defects caused by negligence, errors, omissions, abuse, alterations, and failure to perform or maintain the work by CEC, its subcontractors, and their respective contractors, suppliers, officers, agents, and employees, or any other person for whose acts CEC may be liable under law.

Section 7 - Return and Repair

- 7.1. Repair Policy:** CEC will promptly repair or replace broken or defective Product within the one (1) year warranty period. An in-warranty Product will be replaced with the same or functionally equivalent Product at CEC's expense. If the Product is out of warranty, CEC will repair the Product for a reasonable fee. An out-of-warranty Product will be returned to the sender at the sender's expense with a copy of the discrepancy report. The same rule applies to Product under maintenance contract.
- 7.2. Replacement for Out-of-Warranty Material:** A replacement may be requested for purchase.
- 7.3. Replacement for In-Warranty Material:** Direct replacement may be requested. Expediting charges and special pick-up and airfreight will be applied if applicable.
- 7.4. Return Material from outside the United States:** The owner of Products from outside of the United States shall be responsible for the proper preparation of the import/export documentation, and/or duties for the material shipped to the United States for repair and its subsequent return.
- 7.5. Return Merchandise authorization (RMA):** To return defective Products to HigherGround for warranty repair, the following procedure must be adhered to:
- (1) Obtain a RMA number from CEC Client Support;
 - (2) Complete the RMA Form and include the form in the RMA package for shipment to the CEC repair facility;
 - (3) Supply the following information in the return package: Purchased from: Model number:, Serial number:, Client name:, Client invoice date:, Damage description: and new purchase order number from Client to cover both the RMA transaction charges and expedited delivery.
 - (4) Carefully package the equipment in proper shipping boxes to prevent damage. Boards received in envelopes will be refused and the warranty on the board will be terminated.
 - (5) Write the RMA number on the outside packaging of the Products to be returned;
 - (6) Return Product with freight prepaid to the designated CEC repair facility.
- 7.6.** The warranty for repaired or replaced equipment will be ninety (90) days from the date CEC returns the equipment or for the period of time remaining on the original warranty—whichever is longer.

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**Section 8 - Other**

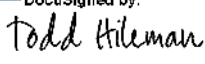
- 8.1. Client agrees to adhere to the terms of Exhibit C, End User License Agreement
- 8.2. If any one or more of the provisions of this Agreement, or the application of such provisions to the Client, CEC or any circumstances shall be held invalid; the remainder of this Agreement shall remain in full force and effect.
- 8.3. Client and CEC shall not be responsible for performance under this Agreement should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the non-performing Party. In the event of an occurrence under this Section, said Party will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the non-performing Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The non-performing Party shall immediately notify the other Party by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.
- 8.4. CEC has not made, nor is Client relying upon, any representations other than those specifically set forth herein, and/or as appear in the specifications for the HigherGround Solution, and/or appear in any proposals tendered to Client by CEC for the HigherGround Solution. Both parties concur that the entire Agreement between the parties is set forth herein. Additions, deletions or changes to this Agreement must be in writing and signed by CEC and Client to become effective. This Agreement, additions, deletions or changes to this Agreement shall be null and void unless signed by an Officer of CEC.
- 8.5. In case of any dispute, both parties agree to binding arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, in Denton County, and judgment upon the arbitrator's award rendered may be entered in the District court for the County of Denton or any other appropriate court. This agreement shall be deemed made in and governed by the laws of the State of Texas.
- 8.6. Client may cancel a Product order, however. Purchase Agreements, once accepted by CEC, are binding contractual commitments and shall be subject to CEC 's cancellation fees and charges upon any cancellation or revocation. If cancellation is approved, standard charges shall be 20% of the amount of the software Product ordered, 40% of hardware Products ordered, 50% of any custom software ordered, which includes Automated Programming Interfaces (API), Software Development Kits (SDK), and the Motorola Recorder Interface Module, 50% of any non-refundable licenses ordered, and 50% of any custom hardware ordered. If CEC has not submitted an order to its vendors for the software or hardware products (standard or custom), nor developed the custom software at the time of cancellation, CEC will work with the Client to determine the cancellation fee for each item that falls in the non-ordered or not-developed category. If products have been ordered or developed, standard charges apply. Any deviations from this policy must be approved in writing by the President of CEC. If an item can be returned or used within 30 days, CEC will waive the standard charges and pass through all reasonable and necessary fees and charges that are associated with that item including return fees, storage & handling fees, etc.

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Section 9 - Purchase Agreement Signatures

DocuSigned by:

 E778C711BA0D454...
 Authorized Signature
 Todd Hileman

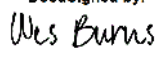
Print Name

City Manager

Print Title

3/18/2020

Date

DocuSigned by:

 00331B66C89840C...
 Authorized Signature
 wes Burns

Print Name

Vice-president, Operations

Print Title

2/19/2020

Date

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

DocuSigned by:

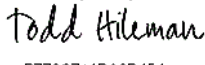
 8407288232BE40E...
 SIGNATURE PRINTED NAME
 Chief Technology Officer

TITLE

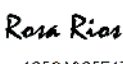
Technology Services

DEPARTMENT


CITY OF DENTON, TEXAS

DocuSigned by:

 E778C711BA0D454...
 BY: TODD HILEMAN
 CITY MANAGER

ATTEST:
 ROSA RIOS, CITY SECRETARY

DocuSigned by:

 1C5CA8C5E175493...
 BY:

APPROVED AS TO LEGAL FORM:
 AARON LEAL, CITY ATTORNEY

DocuSigned by:

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 BY:

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 EXHIBIT A



Phone: (210) 736-3119 Fax: (210) 737-1240
 1318 North Brazos
 San Antonio, TX 78207

QuoteNo.: **3681**

Date: 11/14/2016

Prepared by: Bill Behar

Prepared for:

Suzanne Kaletta (940) 349-7903 Expiration: 3/31/2020
 Denton City of
 601 E Hickory St Ste E
 Denton, TX 76205 USA

Terms

50% down / 50% on delivery

Quantity	Part Number	Description	Sell	Total
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The price quote is for Phase II

*21 existing analog recording licenses will be moved to RoIP
 Motorola API*

21	P25-SWRL	P25 Talk Group Recording License	\$15.00	\$315.00
1	MOTO-API	Motorola API	\$84,000.00	\$84,000.00
			Installation:	\$2,400.00
			Item Total:	\$86,715.00

Total does not include applicable sales tax. Grand Total: \$86,715.00

Please allow 4-6 weeks for standard delivery and/or installation unless expedited services have been quoted above.

All parts and labor DocuSigned by:
Todd Hileman ear from delivery and installation.

Accepted by: E776C711BA0D454... _____ Date: 3/18/2020

Please sign this quote as confirmation of your order.

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01/29/2020

Purchase Agreement & Software License Agreement

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Concurrent Software Support during Hardware Refresh Warranty Period

Tier III Concurrent \$0.00

The new hardware and software on this quote will have a 1-year manufacturer's warranty. All existing software and licensing transferred from your old system to the new system is not covered under the new warranty but must be maintained separately under concurrent software support coverage.

Tier I - Remote Software Support Only

\$13,571.00

The Software Only option is a 24-hour remote maintenance and software update plan. Most problems can be corrected quickly through dial-up access into the voice logging server. If a dedicated phone line is provided, the system will also automatically report any malfunction directly to HigherGround who will then correct the problem perhaps even before it becomes evident to you. As new software features come available, they will be automatically downloaded to the system.

*If a dedicated phone line is not available, a shared line could be switched as needed (perhaps a fax line), however, automatic trouble reporting could not occur.

Tier II - Hardware Exchange \$13,571.00

Exchange service includes the software maintenance above and defective board / module exchange of otherwise warrantable parts. Parts identified by the customer as defective will be pre-shipped by Commercial Electronics for immediate replacement. On-site labor required to replace parts is provided by the customer.

Tier III - Standard Business day On-site \$13,571.00

Standard service continues the same service as that provided during the warranty period; i.e. 24-hour monitoring*, remote* software updates and covers all system hardware as well. Most malfunctions are typically not hard equipment failures and can be corrected by reinitializing programs remotely. However, should an otherwise warrantable failure occur to the hardware, this plan covers all parts, labor and mileage during normal business hours. Should after-hours service be required, the customer would be responsible for additional labor charges of \$112.50 per hour.

Tier IV - 24x7 On-site \$23,118.33

Our 24-Hour service option extends the standard service to full 24-hour response for equipment failures or other situations requiring an on-site technical presence. Standard repair service is provided from 8:00 a.m. to 4:30 p.m., Monday through Friday. 24-hour service covers repair actions necessary to restore primary operation after normal business hours.

Time and Materials

If no Maintenance Agreement is chosen, Commercial Electronics will continue to provide service on a Time-and-Materials basis. Our current labor rate is \$225.00 per hour plus parts and applicable mileage; after hours service is billed at time and one half, \$337.50.

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EXHIBIT B

See attached Pre-Installation Checklist

Motorola API INTEGRATION INFORMATION

To get the AIS to send the audio to the HigherGround recorder we will need to install software on the AIS with a very small footprint that we configure to run as a service. Several things need to be in place for us to install the software and to successfully pass the data to the recorder. We will need-

- 1. List of TalkGroup names as they appear in the API Database (indicate if encrypted)
- Use Channel Assignment sheet

- 1. The IP address of AIS and VPM (If you are using NAT translation, we will need the NAT IP that you have for the recorder.)

AIS _____ VPM _____

- 2. Types of channels used e.g. TDMA, FDMA, Conventional (Packet capture(s) preferred)

Four horizontal lines for handwritten input.

- 3. Contacts of Motorola Field Engineer

Name _____
Email _____
Office phone (____) _____ - _____
Cell phone (____) _____ - _____

- 4. Motorola has to ensure AIS is ready for integration:

- Supply credential to RDP to AIS
- Supply credential for HigherGround software to authenticate to AIS
- Motorola has to make sure AIS can "talk" to the HigherGround recorder
- Motorola has to make sure VPM can "talk" to the HigherGround recorder
- Remote access to the AIS. We usually run an RDP session from the recorder.

Ports 231 and 50000+ need to be open. 231 will be for the data and each talkgroup will use one from the 50000 series. Example: if 12 talkgroups are to be recorded, ports 50000-50011 need to be open.

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EXHIBIT C

END USER LICENSE AGREEMENT SOFTWARE LICENSE AGREEMENT FOR LICENSEE

This Agreement is made between HigherGround, Inc. and Client (Licensee). HigherGround, Inc. and the Licensee hereby agree as follows. Subject to all terms and restrictions hereinafter set forth, HigherGround, Inc. hereby grants to the Licensee the nonexclusive, nontransferable, use of each software product ("Software") furnished by HigherGround or by an HigherGround Authorized Distributor in accordance with the payment schedules attached hereto and made part of this agreement.

1. **RIGHT TO USE:** Licensee will use the Software only. Title and ownership of the Software shall at all times remain with HigherGround. This right to use is not transferable. No part of the Software furnished to the Licensee may be copied in machine-readable form for delivery to any third party.
2. **CONFIDENTIALITY:** Licensee agrees that the Software shall be treated as the exclusive property of HigherGround and as proprietary to and a trade secret of HigherGround. Licensee will not decipher or otherwise attempt to ascertain the contents of the Software. Licensee will not make any copies of the Software without the prior written consent of HigherGround, except as necessary to administer and maintain the system, and any such copies made by Licensee are deemed to be the property of HigherGround.
3. **NONDISCLOSURE:** Licensee will hold the Software in confidence for the benefit of HigherGround, will prevent the disclosure or communication to third parties of the Software and all information, data and expertise pertaining to the design and operation of the Software. Licensee will disclose the Software only to its employees or others authorized by Licensee to administer and maintain the system who have a need to know for purpose consistent with the uses authorized under this license. Licensee shall be responsible to ensure that its employees and others so authorized agree and are committed to abide by the provisions of this license.
4. **MODIFICATION:** Licensee shall not make any additions, deletions or other modifications to the Software except as specifically instructed by HigherGround.
5. **TERMINATION:** This license shall automatically terminate at such time as Licensee discontinues use of the Software. HigherGround may terminate this license by written notice to Licensee if Licensee breaches or defaults in any of its obligations under this license. In the event of any breach or default of this license by Licensee, HigherGround shall be entitled to injunctive relief against any proscribed use or disclosure of the Software in addition to any other remedies provided by law and Licensee agrees to indemnify HigherGround for any loss or damage resulting from any such breach or default.
6. **RETURN:** Upon termination of this license, Licensee will promptly deliver to HigherGround the Software and all copies thereof and all information pertaining to its design and operation or at HigherGround's election, destroy such items and deliver to HigherGround certification of their destruction.
7. **OWNERSHIP OF FUTURE SOFTWARE:** All Software written by HigherGround even if written at the request of Licensee or to Licensee specifications or designed by Licensee, is the sole property of HigherGround. The design, specification and payment for Software entitle Licensee to only a single site use of the Software on one computer. The copyright and title to any and all intellectual property interest in all Software furnished by HigherGround, Inc. shall be and remain with HigherGround, Inc.
8. **LIMITATION OF LIABILITY IN ADDITION TO THE DISCALIMER OF LIABILITY EXPRESSED ELSEWHERE IN THESE TERMS AND CONDITIONS, HIGHERGROUND SHALL NOT HAVE ANY LIABILITY OTHER THAN TO REPLACE OR REPAIR SOFTWARE**

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Quote

No.: **3681**

Date: 11/14/2016

Phone: (210) 736-3119 Fax: (210) 737-1240
 1318 North Brazos
 San Antonio, TX 78207

Prepared by: Bill Behar

Prepared for:

Suzanne Kaletta (940) 349-7903

Denton City of
 601 E Hickory St Ste E

Denton, TX 76205 USA

Expiration: 3/31/2020

Terms

50% down / 50% on delivery

Quantity	Part Number	Description	Sell	Total
<i>The price quote is for Phase II</i>				
<i>21 existing analog recording licenses will be moved to RoIP</i>				
<i>Motorola API</i>				
21	P25-SWRL	P25 Talk Group Recording License	\$15.00	\$315.00
1	MOTO-API	Motorola API	\$84,000.00	\$84,000.00
			Installation:	\$2,400.00
			Item Total:	\$86,715.00
Total does not include applicable sales tax.			Grand Total:	\$86,715.00

Please allow 4-6 weeks for standard delivery and/or installation unless expedited services have been quoted above.

All parts and labor are ~~included~~ ^{Documented by:} included from delivery and installation.

Accepted by:

Todd Hileman
 E776C711BA0D454...

Date: 3/18/2020

Please sign this quote and fax it back as confirmation of your order.

Continued on next page...

**Quote**No.: **3681**

Date: 11/14/2016

Phone: (210) 736-3119 Fax: (210) 737-1240
1318 North Brazos
San Antonio, TX 78207

Concurrent Software Support during Hardware Refresh Warranty Period

Tier III Concurrent **\$0.00**

The new hardware and software on this quote will have a 1-year manufacturer's warranty. All existing software and licensing transferred from your old system to the new system is not covered under the new warranty but must be maintained separately under concurrent software support coverage.

Tier I - Remote Software Support Only **\$13,571.00**

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Exchange service includes the software maintenance above and defective board / module exchange of otherwise warrantable parts. Parts identified by the customer as defective will be pre-shipped by Commercial Electronics for immediate replacement. On-site labor required to replace parts is provided by the customer.

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Our 24-Hour service option extends the standard service to full 24-hour response for equipment failures or other situations requiring an on-site technical presence. Standard repair service is provided from 8:00 a.m. to 4:30 p.m., Monday through Friday. 24-hour service covers repair actions necessary to restore primary operation after normal business hours.

Time and Materials

If no Maintenance Agreement is chosen, Commercial Electronics will continue to provide service on a Time-and-Materials basis. Our current labor rate is \$225.00 per hour plus parts and applicable mileage; after hours service is billed at time and one half, \$337.50.

Exhibit A

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. Commercial Electronics Corporation

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.

none

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.

none

4 I have no Conflict of Interest to disclose.

DocuSigned by:

Wes Burns

00331B68C89840C...

2/19/2020

Signature of vendor doing business with the governmental entity

Date

Certificate Of Completion

Envelope Id: 7F46394F758D47818A62D767FED22F1D	Status: Completed
Subject: Please DocuSign: City Council Contract 7180 - Higher Ground Recording Systems	
Source Envelope:	
Document Pages: 14	Signatures: 9
Certificate Pages: 7	Initials: 11
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Suzzen Stroman
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	suzzen.stroman@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

Status: Original 2/6/2020 9:43:51 AM	Holder: Suzzen Stroman suzzen.stroman@cityofdenton.com	Location: DocuSign
Status: Original 2/18/2020 1:24:39 PM	Holder: Tabitha Millsop tabitha.millsop@cityofdenton.com	Location: DocuSign
Status: Original 2/18/2020 5:20:02 PM	Holder: Suzzen Stroman suzzen.stroman@cityofdenton.com	Location: DocuSign

Signer Events

Suzzen Stroman
suzzen.stroman@cityofdenton.com
Buyer
City of Denton
Security Level: Email, Account Authentication (None)

Signature

Completed

Using IP Address: 129.120.6.150


Timestamp

Sent: 2/11/2020 5:09:26 PM
Viewed: 2/11/2020 5:09:36 PM
Signed: 2/11/2020 5:09:39 PM

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: 129.120.6.150

Sent: 2/11/2020 5:09:41 PM
Viewed: 2/11/2020 5:15:41 PM
Signed: 2/11/2020 5:16:12 PM

Electronic Record and Signature Disclosure:

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Mack Reinwand
mack.reinwand@cityofdenton.com
City of Denton
Security Level: Email, Account Authentication (None)



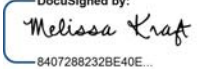
Signature Adoption: Pre-selected Style
Using IP Address: 129.120.6.150

Sent: 2/11/2020 5:16:14 PM
Viewed: 2/18/2020 12:12:17 PM
Signed: 2/18/2020 12:16:59 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Melissa Kraft
Melissa.Kraft@cityofdenton.com
Chief Technology Officer
City of Denton
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 47.190.47.120
Signed using mobile

Sent: 2/18/2020 12:17:01 PM
Viewed: 2/18/2020 12:19:51 PM
Signed: 2/18/2020 12:20:07 PM

Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
<p>Wes Burns wburns@comelectronics.com Vice-president, Operations Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by: <i>Wes Burns</i> 00B31B66C89840C...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.186.203.96</p>	<p>Sent: 2/18/2020 12:20:09 PM Resent: 2/19/2020 2:52:46 PM Viewed: 2/19/2020 3:34:40 PM Signed: 2/19/2020 3:36:23 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 2/19/2020 3:34:40 PM ID: 50b9da56-f23d-45d6-86f1-f2a2496faa03</p> <p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 2/19/2020 3:36:26 PM Viewed: 3/18/2020 10:11:12 AM Signed: 3/18/2020 10:11:38 AM</p>
<p>Todd Hileman Todd.Hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by: <i>Todd Hileman</i> B776C711BA0D454...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150</p>	<p>Sent: 3/18/2020 10:11:44 AM Viewed: 3/18/2020 11:25:49 AM Signed: 3/18/2020 11:26:12 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 7/25/2017 11:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p> <p>Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by: <i>Rosa Rios</i> 1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150</p>	<p>Sent: 3/18/2020 11:26:15 AM Viewed: 3/19/2020 1:19:32 PM Signed: 3/19/2020 1:20:06 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 3/19/2020 1:19:32 PM ID: c5971d61-07b7-45d6-b4e1-ec8122fb361c</p>		

Person Signer Events	Signature	Timestamp
Editor Deliver Events	Status	Timestamp
Agent Deliver Events	Status	Timestamp
Intermediar Deliver Events	Status	Timestamp
Certified Deliver Events	Status	Timestamp
Car on Cop Events	Status	Timestamp
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p>	<p>COPIED</p>	<p>Sent: 2/11/2020 5:09:40 PM</p>

Carion Cop Events	Status	Timestamp
Not Offered via DocuSign		
<p>Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 2/19/2020 3:36:25 PM
<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/18/2020 10:11:42 AM
<p>Zolaina Parker Zolaina.Parker@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/18/2020 10:11:43 AM
<p>Stephanie Padgett stephanie.padgett@cityofdenton.com TS Administrative Assistant City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/19/2020 1:20:09 PM
<p>Tiffany <input type="checkbox"/> ei Tiffany.<input type="checkbox"/>ei@cityofdenton.com Business Information Analyst City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/19/2020 1:20:10 PM
<p>Drew Allen Drew.Allen@cityofdenton.com Sr. Mgr, Enterprise Applications & Projects City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/19/2020 1:20:11 PM
<input type="checkbox"/> Fitness Events	Signature	Timestamp
<input type="checkbox"/> Motor Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/19/2020 1:20:11 PM

Envelope Summary Events**Status****Timestamps**

Certified Delivered

Security Checked

3/19/2020 1:20:11 PM

Signing Complete

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3/19/2020 1:20:11 PM

Completed

Security Checked

3/19/2020 1:20:11 PM

Document Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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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.

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