

## DocuSign City Council Transmittal Coversheet

File	5824
File Name	Donation Agreement
Purchasing Contact	Elton Brock
City Council Target Date	February 7, 2017
Contract Value	\$1500
Piggy Back Option	no
Contract Expiration	N/A

## DONATION AGREEMENT

This Donation Agreement (the “Agreement”) is made and entered into this 28th day of November 2016 between The City of Denton, Texas, a political subdivision of the State of Texas (hereinafter “Denton”) and The City of Múzquiz, a political subdivision of the Free and Sovereign State of Coahuila, Mexico, (hereinafter) “Múzquiz”.

**WHEREAS**, the City of Denton has the authority to enter into this Agreement pursuant to the Denton City Ordinance 2008-11 and the Disposal Procedures of the City of Denton.

**WHEREAS**, the donation of one hundred eighteen (118) items of Fire safety gear to the City of Múzquiz, will provide a sustainable method of disposal of this property for the City of Denton and a beneficial use for the City of Múzquiz. The gear has since expired its warranty period in the United States, however, still has many serviceable years remaining.

**WHEREAS**, it is mutually beneficial to both parties to execute this Agreement whereby each entity can achieve common objectives relating to the public safety and welfare of the residents of both Cities.

**WHEREAS**, the City of Múzquiz agrees to utilize the equipment originally purchased by the City, for the express purpose of Official Police and Fire support.

**NOW THEREFORE**, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree the following property will be donated by the City of Denton and accepted by the City of Múzquiz:

DENTON POLICE DEPARTMENT 2016 DONATION ITEMS							
ITEM	MFR.	Model	QTY	SIZE	Current Value (Expired Warranty)	New Value/Cost per Unit	Total New Value/Cost
Safety Vest	American Body Armor (ABA)	K2-2	1	LSL	\$ -	\$ 400	\$ 400
Safety Vest	ABA	XT3A-2	1	LSL	\$ -	\$ 400	\$ 400
Safety Vest	ABA	XT3A-2	1	LSL	\$ -	\$ 400	\$ 400
Safety Vest	ABA	102-2	1	LLX	\$ -	\$ 400	\$ 400
Safety Vest	ABA	102-1	1	36AR	\$ -	\$ 380	\$ 380
Safety Vest	Safariland	BA-XT01	1	XL	\$ -	\$ 550	\$ 550
Safety Vest	Safariland	XHP31110	1	LG	\$ -	\$ 550	\$ 550
Safety Vest	Survival Armor	LT111-A	1	2516-2216	\$ -	\$ 500	\$ 500
Safety Vest	Survival Armor	LT111-A	1	2015-2015	\$ -	\$ 500	\$ 500
Safety Vest	Survival Armor	LT111-A	1	2215-1715	\$ -	\$ 500	\$ 500
	<b>TOTAL POLICE DEPT.</b>		<b>10</b>		<b>\$ -</b>		<b>\$ 4,580</b>

DENTON FIRE AND EMERGENCY DEPARTMENT 2016 DONATION ITEMS							
ITEM	MFGR.	Model	QTY	SIZE	Current Value (Expired Warranty)	New Value/Cost per Unit	Total New Value/Cost
Nomex Uniform Pants	Topp's Safety Apparel	N/A	3	29X36	\$ -	\$ 50	\$ 150
Nomex Uniform Pants	Topp's Safety Apparel	N/A	3	29X36	\$ -	\$ 50	\$ 150
Nomex Uniform Pants	Topp's Safety Apparel	N/A	3	29X36	\$ -	\$ 50	\$ 150
Nomex Uniform Pants	Topp's Safety Apparel	N/A	3	29X36	\$ -	\$ 50	\$ 150
Nomex Uniform Pants	Topp's Safety Apparel	N/A	2	30x36	\$ -	\$ 50	\$ 100
Nomex Uniform Pants	Topp's Safety Apparel	N/A	1	31x36	\$ -	\$ 50	\$ 50
Nomex Uniform Pants	Topp's Safety Apparel	N/A	6	34x36	\$ -	\$ 50	\$ 300
Nomex Uniform Pants	Topp's Safety Apparel	N/A	3	35x36	\$ -	\$ 50	\$ 150
Nomex Uniform Pants	Topp's Safety Apparel	N/A	2	36x36	\$ -	\$ 50	\$ 100
Nomex Uniform Pants	Topp's Safety Apparel	N/A	8	38x36	\$ -	\$ 50	\$ 400
Nomex Uniform Pants	Topp's Safety Apparel	N/A	5	40x36	\$ -	\$ 50	\$ 250
Nomex Uniform Pants	Topp's Safety Apparel	N/A	2	42x36	\$ -	\$ 50	\$ 100
Nomex Uniform L/S Shirt	Topp's Safety Apparel	N/A	3	14.5x32	\$ -	\$ 60	\$ 180
Nomex Uniform L/S Shirt	Topp's Safety Apparel	N/A	1	14.5x33	\$ -	\$ 60	\$ 60
Nomex Uniform L/S Shirt	Topp's Safety Apparel	N/A	5	15x33	\$ -	\$ 60	\$ 300
Nomex Uniform L/S Shirt	Topp's Safety Apparel	N/A	3	15x35	\$ -	\$ 60	\$ 180
Nomex Uniform L/S Shirt	Topp's Safety Apparel	N/A	4	15.5x33	\$ -	\$ 60	\$ 240
Nomex Uniform L/S Shirt	Topp's Safety Apparel	N/A	4	15.5x35	\$ -	\$ 60	\$ 240
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Nomex Uniform L/S Shirt	Topp's Safety Apparel	N/A	4	17.5x35	\$ -	\$ 60	\$ 240
Nomex Uniform S/S Shirt	Topp's Safety Apparel	N/A	6	Small	\$ -	\$ 50	\$ 300
Nomex Uniform S/S Shirt	Topp's Safety Apparel	N/A	1	Medium	\$ -	\$ 50	\$ 50
Nomex Uniform S/S Shirt	Topp's Safety Apparel	N/A	1	Large	\$ -	\$ 50	\$ 50
Nomex Uniform S/S Shirt	Topp's Safety Apparel	N/A	4	X-Large	\$ -	\$ 50	\$ 200
Nomex Uniform S/S Shirt	Topp's Safety Apparel	N/A	2	XX-Large	\$ -	\$ 50	\$ 100
Nomex Firefighting Bunker Pants	Lion Apparel	2000	1	Large	\$ -	\$ 50	\$ 50
Nomex Firefighting Bunker Pants	Lion Apparel	2004	3	Lg/XL	\$ -	\$ 53	\$ 160
Nomex Firefighting Bunker Pants	Globe Firefighting Suits	2000	1	Lg/XL	\$ -	\$ 50	\$ 50
Nomex Firefighting Bunker Pants	Globe Firefighting Suits	2005	3	Large	\$ -	\$ 53	\$ 160
Nomex Firefighting Bunker Coats	Lion Apparel	2000	1	Large	\$ -	\$ 50	\$ 50
Nomex Firefighting Bunker Coats	Lion Apparel	2004	4	Lg/XL	\$ -	\$ 60	\$ 240
Nomex Firefighting Bunker Coats	Globe Firefighting Suits	1989	1	Large	\$ -	\$ 25	\$ 25
Nomex Firefighting Bunker Coats	Globe Firefighting Suits	2005	4	Large	\$ -	\$ 60	\$ 240
Nomex Firefighting Bunker Coats	Globe Firefighting Suits	2006	2	Lg/XL	\$ -	\$ 75	\$ 150
	<b>TOTAL FIRE &amp; EMER. DEPT.</b>		<b>118</b>		<b>\$ -</b>		<b>\$ 6,455</b>

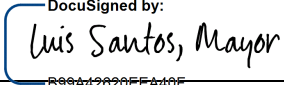
	<b>TOTAL ALL</b>		<b>128</b>		<b>\$ -</b>		<b>\$ 11,035</b>
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1. **MUTUAL AGREEMENT OF THE PARTIES:** The City of Denton will donate approximately one hundred eighteen (128) pieces of Fire Department safety gear, originally valued at \$11,035 to the City of Múzquiz, for utilization in the City's of Múzquiz' official Fire support activities. Should the City of Múzquiz determine that the equipment is no longer useable; an immediate destruction of the property shall be ordered.
2. **LOCATION:** All equipment shall be maintained in the City of Múzquiz.
3. **REMEDIES.** This Agreement shall be construed by and governed by the laws of the State of Texas. Venue for any legal action necessary to enforce the Agreement will be in Denton County, Texas. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
4. **WAIVER.** No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof.
5. **ASSIGNMENT.** This Agreement may not be assigned in whole or in part by any of the Parties without prior written consent of the other Party.
6. **SEVERABILITY.** In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
7. **AMENDMENTS.** This Agreement may be amended from time to time by written amendment by both parties.
8. **NO THIRD PARTY BENEFICIARIES.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with the State or City, or both; and (2) the terms of this Agreement are not intended to release, either by contract or by operation of law, any third person or entity from obligations owed by them to either the State or City.
9. **ENTIRETY OF AGREEMENT.** This Agreement represents the entire understanding between the County and City and supersedes all other negotiations, representations or agreement, written or oral, relating to this Agreement.

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

**Luis Fernando Santos Flores**

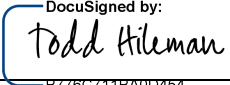
**Municipal President of the City of Múzquiz, Coahuila, Mexico**

By:  \_\_\_\_\_  
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Date: 2/3/2017

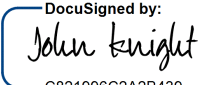
**Chris Watts**

**Mayor of the City of Denton, Texas**

By:  \_\_\_\_\_  
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Date: 2/8/2017

**Attest:**

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2/3/2017

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## Certificate Of Completion

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Subject: City Council Docusign Item - 5824	
Source Envelope:	
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Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 6	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Elton Brock
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	elton.brock@cityofdenton.com
	IP Address: 129.120.6.150

## Record Tracking

Status: Original 2/2/2017 10:33:59 AM	Holder: Elton Brock elton.brock@cityofdenton.com	Location: DocuSign
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## Signer Events

Elton Brock  
elton.brock@cityofdenton.com  
Purchasing Manager  
City of Denton  
Security Level: Email, Account Authentication (Optional)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

## Signature

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Signed: 2/2/2017 10:41:47 AM

Luis Santos, Mayor  
luis\_santos2002@hotmail.com  
Security Level: Email, Account Authentication (Optional)

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*Luis Santos, Mayor*  
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Electronic Record and Signature Disclosure:  
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John Knight  
john.knight@cityofdenton.com  
Deputy City Attorney  
City of Denton  
Security Level: Email, Account Authentication (Optional)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

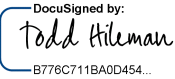
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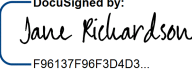
Julia Winkley  
julia.winkley@cityofdenton.com  
Contracts Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (Optional)  
Electronic Record and Signature Disclosure:  
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Signed: 2/8/2017 2:55:39 PM

Signer Events	Signature	Timestamp
<p>Todd Hileman  todd.hileman@cityofdenton.com  Security Level: Email, Account Authentication (Optional)</p>	<p>DocuSigned by:    B776C711BA0D454...</p> <p>Using IP Address: 71.170.47.194</p>	<p>Sent: 2/8/2017 2:55:43 PM  Viewed: 2/8/2017 4:43:49 PM  Signed: 2/8/2017 4:44:08 PM</p>

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ID: f37795e2-cff9-4c3d-b242-97b334506a6f

<p>Jane Richardson  jane.richardson@cityofdenton.com  Assistant City Secretary  City of Denton  Security Level: Email, Account Authentication (Optional)</p>	<p>DocuSigned by:    F96137F96F3D4D3...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 2/8/2017 4:44:09 PM  Resent: 2/22/2017 1:27:44 PM  Viewed: 2/22/2017 3:36:39 PM  Signed: 2/23/2017 8:07:43 AM  Freeform Signing</p>
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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>Julia Winkley  julia.winkley@cityofdenton.com  Contracts Administration Supervisor  City of Denton  Security Level: Email, Account Authentication (Optional)</p>	<p><b>COPIED</b></p>	<p>Sent: 2/3/2017 8:25:03 AM</p>
<p>Sherry Thurman  sherry.thurman@cityofdenton.com  Security Level: Email, Account Authentication (Optional)</p>	<p><b>COPIED</b></p>	<p>Sent: 2/3/2017 8:25:03 AM  Viewed: 2/3/2017 8:26:17 AM</p>
<p>Jane Richardson  jane.richardson@cityofdenton.com  Security Level: Email, Account Authentication (Optional)</p>	<p><b>COPIED</b></p>	<p>Sent: 2/8/2017 2:55:41 PM  Viewed: 2/9/2017 8:45:06 AM</p>
<p>Robin Fox  Robin.fox@cityofdenton.com  Security Level: Email, Account Authentication (Optional)</p>	<p><b>COPIED</b></p>	<p>Sent: 2/8/2017 2:55:41 PM</p>

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Jennifer Bridges  
jennifer.bridges@cityofdenton.com  
Procurement Assistant  
City of Denton  
Security Level: Email, Account Authentication (Optional)  
Electronic Record and Signature Disclosure:  
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ID:

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Sent: 2/23/2017 8:07:44 AM  
Viewed: 4/11/2017 10:49:53 AM

Michelle Cunningham  
michelle.cunningham@cityofdenton.com  
Security Level: Email, Account Authentication (Optional)  
Electronic Record and Signature Disclosure:  
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ID:

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Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	2/23/2017 8:07:45 AM
Signing Complete	Security Checked	2/23/2017 8:07:45 AM
Completed	Security Checked	2/23/2017 8:07:45 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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: kevin.gunn@cityofdenton.com

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

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

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

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

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