

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH UKG KRONOS SYSTEMS, LLC, THROUGH THE OMNIA PARTNERS COOPERATIVE PURCHASING NETWORK CONTRACT #18220, FOR SOFTWARE MAINTENANCE AND CONTINUED VENDOR SUPPORT OF THE AUTOMATED TIMEKEEPING AND ATTENDANCE SOFTWARE, PURCHASE OF LICENSES, AND TIMECLOCK HARDWARE FOR THE TECHNOLOGY SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8620 – AWARDED TO UKG KRONOS SYSTEMS, LLC, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$2,325,000.00).

WHEREAS, pursuant to Ordinance 21-1842, Omnia Partners has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through the Omnia Partners programs at less cost than the City would expend if bidding these items individually; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the “File Number” referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8620	UKG Kronos Systems, LLC	\$2,325,000.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to Omnia Partners for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained

in the bid documents and related documents filed with Omnia Partners and the purchase orders issued by the City.

**SECTION 3.** Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by Omnia Partners, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to Omnia Partners, and related documents herein approved and accepted.

**SECTION 4.** The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

**SECTION 5.** By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

**SECTION 6.** This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. The ordinance was passed and approved by the following vote [\_\_\_ - \_\_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: *Marcella Lunn* \_\_\_\_\_



Docusign City Council Transmittal Coversheet

COOP	8620
File Name	Timekeeping System Software, Licensing & Hardware
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**ADDENDUM TO OMNIA #18220 CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND UKG KRONOS SYSTEMS, LLC  
(File # 8620)**

**THIS CONTRACT** is made and entered into this date \_\_\_\_\_, by and between UKG Kronos Systems, LLC, a Massachusetts Limited Liability Company, whose address is 900 Chelmsford Street, Lowell, MA 01851, hereinafter referred to as "UKG" or "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 quote Services in accordance with the Supplier's contract pricing 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) **OMNIA #18220 Contract Pricing (Exhibit "B")**
- (c) OMNIA Partners Cooperative Purchasing Contract #18220 with UKG Kronos Systems, LLC (fka Kronos Incorporated) ("OMNIA #18220 Contract") (**located at: <https://www.omniapartners.com/suppliers/ukg/public-sector/contract-documents?hsCtaTracking=8a36e675-1883-4b96-bd21-c83635e08e46%7C4dede52f-b563-4c3a-bf0b-c83f286ac90d>** and on file at the office of the City) (**Exhibit "C"**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit "D"**);
- (e) Insurance Requirements (**Exhibit "E"**);
- (f) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "F"**)

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."

**Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.***

**Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company"

shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.***

#### **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.***

#### **Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.***

#### **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability to either party if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) headquartered in China, Iran, North Korea, Russia, or other designated country.

Notwithstanding the above, in the event of such termination by the City, the City shall pay to UKG all fees owed for Services rendered prior to the date of termination, in accordance with the Contract terms and only to the extent allowed by state law.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

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

SUPPLIER

Signed by:  
BY: Fabrice Pajot  
7E4599F8AC5949F  
AUTHORIZED SIGNATURE

Printed Name: Fabrice Pajot

Title: Sr Manager Order Processing

NA

PHONE NUMBER  
fabrice.pajot@ukg.com

EMAIL ADDRESS  
2024-1241846  
TEXAS ETHICS COMMISSION  
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: \_\_\_\_\_  
SARA HENSLEY, CITY MANAGER

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

DocuSigned by:  
BY: Marcella Lunn  
4B070831B4AA438...

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

DocuSigned by:  
Leisha Meine Leisha Meine  
D66D157ADAB6495...  
SIGNATURE PRINTED NAME

Chief Technology Officer  
TITLE  
Technology Services  
DEPARTMENT

**Exhibit A**  
**Special Terms and Conditions**

**1. Contract Term**

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. Upon mutual agreement of the parties, the contract may be further extended as needed, not to exceed a total of six (6) months. The parties agree that any Order Form entered into hereunder and this Contract will be amended upon expiration of the OMNIA #18220 Contract to reference the replacement OMNIA Contract including updating the relevant Exhibits to reflect such changes.

**2. Total Contract Amount**

The contract total shall not exceed \$2,325, 000.



**Exhibit B**  
**OMNIA #18220 Contract Pricing**

For the avoidance of doubt, the OMNIA #18220 Contract Pricing set forth in the table below shall only be valid for the term of the OMNIA #18220 Contract.

Product	Current List Price (subject to change at any time)	Omnia Discount % <2499ee	Omnia Discount % 2500-4999ee	Overage Rate	Annual markup (after initial term)
UKG PRO TIMEKEEPING HOURLY	\$10.00	40%	45%	n/a	4-8%
UKG PRO ABSENCE	\$2.50	40%	45%	n/a	4-8%
UKG PRO ACTIVITIES	\$2.50	40%	45%	n/a	4-8%
UKG PRO WORKFORCE MANAGEMENT ANALYTICS	\$2.00	40%	45%	n/a	4-8%
UKG PRO WORKFORCE MANAGEMENT DATA HUB PREMIUM	\$0.10	0%	0%	n/a	4-8%
UKG TELESTAFF CLOUD	\$10.00	10%	10%	n/a	4-8%
UKG PRO WFM INTEGRATION TO UKG TELESTAFF	\$0.00	0%	0%	n/a	4-8%

Product	Current List Price (subject to change at any time)	Omnia Discount % 1- 27 terminals	Omnia Discount % 24-49 terminals	Overage Rate	Annual markup
UKG InTouch DX G2 with HID Proximity Card Reader	\$3,335.00	27%	32%	n/a	4-8%
Kronos Touch ID Plus Biometric Option for InTouch DX/DX G2	\$935.00	27%	32%	n/a	4-8%
InTouch DX/DX G2 North America Power Kit For External AC Outlet	0%	0%	0%	n/a	4-8%

**Exhibit C**

OMNIA Partners Cooperative Purchasing Contract #18220 with UKG Kronos Systems, LLC (fka Kronos Incorporated) (located at: <https://www.omniapartners.com/suppliers/ukg/public-sector/contract-documents?hsCtaTracking=8a36e675-1883-4b96-bd21-c83635e08e46%7C4dede52f-b563-4c3a-bf0b-c83f286ac90d> and on file at the office of the City)

## **Exhibit D**

### **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 a 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/filinginfo/1295/>
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. Complete and sign the Form 1295
6. Email the form to [purchasing@cityofdenton.com](mailto: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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
UKG Kronos Systems, LLC  
Lowell, MA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
City of Denton

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
8620  
Provider of Workforce Management and Human Capital Management Technology and Cloud Solutions

OFFICE USE ONLY  
CERTIFICATION OF FILING

Certificate Number:  
2024-1241846

Date Filed:  
11/21/2024

Date Acknowledged:

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

☒

6 UNSWORN DECLARATION

My name is Brian Coopman, and my date of birth is 2/18/1985

My address is 900 Chelmsford St, Lowell, MA 01851, USA

(street)(city)(state)(zip code)(country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fairfax County, State of Virginia, on the 21 day of Nov, 2024

(month)(year)

Brian Coopman

Signature of authorized agent of contracting business entity  
(Declarant)

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V4.1.0.5dd2ace2

## **Exhibit E**

### **INSURANCE REQUIREMENTS**

#### **STANDARD PROVISIONS:**

***Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain through the term of the applicable Order the minimum insurance coverage as indicated hereinafter.***

***All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:***

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Liability policies shall be endorsed to provide the following:
  - Name as Additional Insured the City of Denton, its Officials, and Employees under the Commercial General Liability policy only.
  - That such insurance is primary to any other insurance available to the Additional Insured with respect to general liability claims covered under the policy and that this general liability insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the contractual limit of liability.
  - Provide a Waiver of Subrogation in favor of the City of Denton for its Comprehensive General Liability and Umbrella policies.
- ***Cancellation: UKG shall endeavor to provide 30 day written notice should any of the policies described on the certificate be canceled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse

date.

**SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

***All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

**1. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

**2. CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE**

**Cyber/Technology Network Liability and Risk Insurance, inclusive of Information Security and Privacy** (first and third party coverage) to provide coverage for breach event expenses, network extortion, network business interruption, data asset protection, third party liability, enterprise security event, internet media liability, media liability, mitigation expense, and network security liability with minimum limits with minimum limits of \$2,000,000.00 per claim.

## Exhibit F Conflict of Interest Form

<b>CONFLICT OF INTEREST QUESTIONNAIRE -</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b>		
<p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
<b>1</b>	<b>Name of vendor who has a business relationship with local governmental entity.</b> <div style="border-bottom: 1px solid black; margin-top: 5px; width: 100%;">UKG Kronos Systems, LLC</div>	
<b>2</b>	<div style="display: flex; align-items: center;"> <input style="margin-right: 10px;" type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> </div> <p style="font-size: small; margin-top: 5px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<b>3</b>	<b>Name of local government officer about whom the information in this section is being disclosed.</b> <div style="text-align: center; margin-top: 10px;">not applicable</div> <div style="text-align: center; border-top: 1px solid black; margin-top: 5px; font-size: small;">Name of Officer</div>	
<p>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C &amp; 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input checked="" type="checkbox"/> No</span> </div> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input checked="" type="checkbox"/> No</span> </div> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input checked="" type="checkbox"/> No</span> </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <div style="height: 100px; border: 1px solid black; margin-top: 10px;"></div>		
<b>4</b>	<div style="display: flex; align-items: center;"> <input checked="" style="margin-right: 10px;" type="checkbox"/> <b>I have no Conflict of Interest to disclose.</b> </div>	
<b>5</b>	<div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"><i>Brian Coopman</i></div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 45%; text-align: center;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">11/21/24</div> <div style="font-size: small;">Date</div> </div> </div>	

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



## Certificate Of Completion

Envelope Id: 375A482F-5D28-428A-AD43-9756D4DA741E

Status: Sent

Subject: Please DocuSign: City Council Contract 8620 Timekeeping System Software, Licensing & Hardware

Source Envelope:

Document Pages: 13

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

cori.power@cityofdenton.com

IP Address: 10.104.81.9

## Record Tracking

Status: Original

Holder: Cori Power

Location: DocuSign

4/28/2025 1:07:31 PM

cori.power@cityofdenton.com

## Signer Events

### Signature

### Timestamp

Cori Power

**Completed**

Sent: 4/28/2025 1:13:02 PM

cori.power@cityofdenton.com

Viewed: 4/28/2025 1:13:15 PM

Purchasing Supervisor

Signed: 4/28/2025 1:14:38 PM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell



Sent: 4/28/2025 1:14:39 PM

lori.hewell@cityofdenton.com

Viewed: 4/28/2025 4:07:00 PM

Purchasing Manager

Signed: 4/28/2025 4:07:51 PM

City of Denton

Signature Adoption: Pre-selected Style

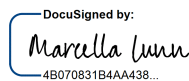
Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 4/28/2025 4:07:53 PM

marcella.lunn@cityofdenton.com

Viewed: 4/29/2025 9:39:09 AM

Senior Deputy City Attorney

Signed: 4/29/2025 9:41:01 AM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Fabrice Pajot



Sent: 4/29/2025 9:41:03 AM

fabrice.pajot@ukg.com

Viewed: 4/29/2025 9:59:17 AM

Sr Manager Order Processing

Signed: 4/29/2025 10:00:44 AM

Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style

Using IP Address: 10.0.26.177

### Electronic Record and Signature Disclosure:

Accepted: 4/29/2025 9:59:17 AM

ID: 9a794acc-69d3-45fd-9e38-64a9234170c3

Signer Events	Signature	Timestamp
Leisha Meine Leisha.Meine@cityofdenton.com Chief Technology Officer City of Denton Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  D60D157ADABC4D5...</div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/29/2025 10:00:46 AM Viewed: 4/29/2025 10:21:27 AM Signed: 4/29/2025 10:21:48 AM

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

Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)

Sent: 4/29/2025 10:21:51 AM

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

Sara Hensley  
sara.hensley@cityofdenton.com  
Security Level: Email, Account Authentication (None)

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

Lauren Thoden  
lauren.thoden@cityofdenton.com  
Security Level: Email, Account Authentication (None)

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

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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Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 4/28/2025 1:14:39 PM

**Electronic Record and Signature Disclosure:**  
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Gretna Jones  
gretna.jones@cityofdenton.com  
Legal Secretary  
City of Denton  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 4/29/2025 10:21:50 AM  
Viewed: 4/29/2025 11:12:37 AM

**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stephanie Padgett Stephanie.Padgett@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James Barnes Jim.Barnes@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/28/2025 1:13:03 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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..

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- 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, 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"><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.

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